

**WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS, AND
INDEMNITY AGREEMENT (the "Agreement")**

**WARNING: READ CAREFULLY!
THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. YOU WILL AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY B.C. SUMMER SWIMMING ASSOCIATION AGAINST LEGAL LIABILITY FOR INJURY, PROPERTY DAMAGE, ILLNESS AND DISEASE (INCLUDING COVID-19)

BY SIGNING THIS DOCUMENT YOU WILL ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF COMMUNICABLE DISEASE (INCLUDING COVID-19) IS AN INHERENT RISK ASSOCIATED WITH YOUR CHILD'S PARTICIPATION IN SWIMMING ACTIVITIES

I, the undersigned Parent/Guardian, understand that this Agreement is a binding legal agreement. Any clarification or questions or concerns must be raised before signing.

I understand that this Agreement is made for the benefit of B.C. Summer Swimming Association (the "**Organization**") and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, independent contractors, subcontractors, sponsors, successors and assigns, and other districts, leagues, clubs or associations (collectively, the "**Releasees**").

I understand that the Organization will not permit my minor child (the "**Participant**") to participate in any swimming activities organized, offered, or sanctioned by the Organization (the "**Activities**") unless and until this Agreement is signed by the Participant's Parent/Guardian. In consideration of permitting the Participant to participate in the Activities, I acknowledge and agree to the following terms:

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS: I understand that there are many risks associated with the minor Participant's participation in the Activities (the "**Risks**"). **I UNDERSTAND THAT COVID-19 IS A SIGNIFICANT HEALTH RISK AND CARRIES A HIGH RISK OF TRANSMISSION THROUGH PHYSICAL OR SHARED CONTACT.** I acknowledge that the Risks include, but are not limited to, serious personal injury, death, property damage, illness and disease (e.g. communicable diseases including COVID-19 and influenza). I further acknowledge that I am in the best position to assess the impact that a communicable disease may have on the Participant or on others with whom the Participant may transmit such disease. Examples of the Risks include, but are not limited to personal injury, death, property damage, or illness resulting from:

- ❖ **HEALTH:** food and beverages, drowning, overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including COVID-19 and influenza), bacteria, parasites or other organisms or mutations thereof.
- ❖ **CONDUCT:** the Participant's conduct and conduct of other persons, including any physical altercation between persons.
- ❖ **PREMISES:** defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions in pools or other bodies of water or on surfaces; extreme weather conditions; and travel to and from premises.
- ❖ **EQUIPMENT:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within the Participant's ability.

**I FREELY ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR THE RISKS.
The Participant is being registered and participating in the Activities
voluntarily and willingly.**

Signature of Parent/Guardian

2. WAIVER OF CLAIMS AND RELEASE OF LIABILITY: I, the undersigned Parent/Guardian, hereby agree as follows:

- ❖ I hereby waive any and all claims that I have or may have in the future against the Releasees in connection with the Participant's participation in the Activities; and
- ❖ I hereby release and forever discharge the Releasees from any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease (e.g. communicable diseases including COVID-19 and influenza) that the Participant, I, my executors or administrators, or any other third party may suffer as a result of the Participant's participation in the Activities due to any cause whatsoever, whether arising from the NEGLIGENCE of the Releasees, breach of any statutory or other duty (including but not limited to the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303), breach of contract, mistake or error of judgment of the Releasees, or otherwise.

3. INDEMNITY: I hereby agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Releasees arising out of or connected with the Participant's preparation for or participation in, or both, or travel to or from any of the activities, events and programs of the Releasees.

4. REPRESENTATIONS: I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

5. JURISDICTION: I agree that this Agreement and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia. Any litigation in any way relating to the Activities or to the matters addressed in this Agreement must be instituted in the Province of British Columbia.

6. SEVERABILITY: If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON ME, MY EXECUTORS AND ADMINISTRATORS.

Name of Participant (Please Print)

Date of Birth

Name of Parent/Guardian (Please Print)

Date

Signature of Parent/Guardian