



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (FOR THOSE 18 YEARS OF AGE AND OLDER)

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING WITHOUT LIMITATION THE RIGHT TO SUE OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

This is a binding legal agreement. In consideration of my participation in the programs, activities and events of Alberta Artistic Swimming ("AAS") or its affiliated synchronized swimming clubs ("Clubs"), I acknowledge and agree to the following terms:

Disclaimer

1. I agree that AAS, its committee members, members, and Clubs, and AAS's and the Club's respective directors, officers, employees, coaches, volunteers, chaperones, officials, judges, participants, agents, owners/operators of facilities, and representatives (collectively the "Organization") are not responsible for any injury, damage or loss of any kind suffered by me during, or as a result of, any program, activity or event of the Organization caused in any manner whatsoever including without limitation the negligence of the Organization. I understand that negligence includes any failure on the part of the Organization to take reasonable steps to safeguard and protect me from the risks, dangers and hazards referred to below.

Description of Risks

2. I hereby acknowledge that I am aware of the risks and hazards associated with or related to any such programs, activities, and events. The risks and hazards include, but are not limited to, injuries from:
 - a) Executing strenuous and demanding physical techniques including without limitation boosts and lifts;
 - b) Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements and quick turns and stops;
 - c) Exerting and stretching various muscle groups;
 - d) Entering the water by either diving or jumping;
 - e) Extended time underwater;
 - f) Spending extended times in chlorinated water including without limitation bacterial infections and rashes;
 - g) Dry land training including without limitation weights, pilates, running, dance, bands, circus school and massage;
 - h) Falling or colliding with the pool, pool bottom, walls, stands, equipment or with other participants;
 - i) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - j) Contact, colliding, falling or being struck by other participants, spectators or equipment;
 - k) Spinal cord injuries which may render me permanently paralyzed;
 - l) Head and brain injuries including without limitation concussions;
 - m) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities;
 - n) Negligence on the part of Organization.
3. Furthermore, I am aware:
 - a) That injuries sustained can be severe;
 - b) That I may experience anxiety while challenging myself during the activities, events and programs;
 - c) That I may come into close contact with other participants, including without limitation the possibility of accidental and unexpected contact;
 - d) That my risk of injury is reduced if I follow all rules established for participation; and
 - e) That my risk of injury increases as I become fatigued.

Release of Liability

4. **I REPRESENT, UNDERSTAND AND AGREE**, on behalf of myself, my heirs, assigns, personal representatives and next of kin that:
 - a) **My physical condition has been verified by a medical doctor within the past twelve months;**
 - b) **I hereby assume all risks arising out of, associated with or related to my participation;**
 - c) **I shall be solely responsible for any injury, loss or damage that I might sustain while participating; and**
 - d) **I hereby waive, release, hold harmless and indemnify the Organization from liability for any and all claims, demands, losses, damages, expenses, injuries, actions and costs of any kind or nature whatsoever, including without limitation for negligence, breach of contract, or breach of any statutory or other duty of care, that I may incur or that might arise out of my participating in any programs, activities, or events of the Organization, even though such risks, injuries, losses, damages, expenses, claims, demands, actions or costs may have been caused by the negligence of Organization.**

CONSENT FOR EMERGENCY MEDICAL TREATMENT

I, _____, give permission to the Organization to make decisions concerning my medical care and treatment, and where necessary to authorize such care and treatment in emergency situations. I understand that the Organization will make every reasonable effort, in the circumstances, to contact _____ at _____ regarding my medical status in the event an emergency arises. In the event that _____ cannot be reached in an emergency I hereby give my permission to the licensed physician, dentist, athletic therapist, nurse, or other medical professional whose services might be required to provide medical care and treatment to me.

By signing here, I indicate that I have the understanding and capacity to communicate health care directives for myself and that I am fully informed as to the contents of this document and understand the full import of this grant of powers to the Organization.

Acknowledgement

I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators, and representatives.

Name of Participant (Please Print)

Signature of Participant

Date

Club