

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

WARNING! THIS IS A BINDING LEGAL AGREEMENT.

By signing this document, you will waive certain legal rights, including the right to sue. Please read carefully and clarify any questions or concerns before signing this document.

1. As a participant in the sport of curling (“Curling”), and the programs, activities and events of the Elkford Curling Center (the “Curling Activities”), I acknowledge and agree to the following terms.

Disclaimer

2. The Elkford Curling Centre and its directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility, and representatives (the “Releasees”) are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind that I may suffer during, or as a result of, Curling or the Curling Activities, whether caused by the negligence of the Releasees or otherwise.

Inherent Risks in Curling and Curling Activities

3. I acknowledge and understand that Curling and the Curling Activities have some inherent risks. The combination of physically active participants, heavy moving stones, sudden movement, physical exertion, a cold environment, and slippery surfaces, on or off the ice, may create conditions where the potential for physical injury to me is very high.
4. I further acknowledge that I am in good physical health and do not suffer from any known disability or condition which would prevent or limit my voluntary participation in Curling or the Curling Activities and that my participation could result in injury to me or to others.
5. I am aware:
 - (a) That injuries sustained in Curling and the Curling Activities can be severe, and include, but are not limited to, concussions, other head injuries, heart attacks, stroke, muscle strains, muscle pulls, muscle tears, general muscle soreness, broken bones, injuries to knees and other joints of the body, injuries to back;
 - (b) That my risk of injury is reduced if I follow all rules established for participation in Curling and in the Curling Activities; and
 - (c) That my risk of injury increases as I become tired.

Release of Liability and Indemnity

6. In consideration of the Releasees allowing me to participate in Curling and the Curling Activities, I acknowledge:
 - (a) That the Releasees have strongly recommended that I wear a CSA-approved helmet designed for ice sports (the “Helmet”) to limit the risk of concussion or other head injury (the “Helmet Recommendation”);
 - (b) That I have chosen not to wear a Helmet contrary to the Helmet Recommendation, or any other kind of protective head gear at my own risk of injury;
7. In further consideration of my participation in Curling and the Curling Activities, I agree:
 - (a) To waive any and all claims that I may have now, or in the future, against the Releasees;
 - (b) To freely accept and fully assume all risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, arising out of or associated with my participation in Curling and the Curling Activities;
 - (c) To forever release, discharge, save harmless and indemnify the Releasees from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), judgments, executions and costs (including legal fees) which I may have or may in the future, that might arise out of my participation in, or observation of, Curling and the Curling Activities or my traveling to or from, Curling and the Curling Activities or in any way related to Curling or the Curling Activities, whether caused by the negligence of the Releasees or otherwise.

Photo Release

8. I give my permission for the free use of my name, voice, and image in broadcast, telecast or written account of Curling and the Curling Activities.

Acknowledgement

9. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is binding upon myself, my heirs, spouse(s), children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Printed Name of Participant

Signature of Participant

Date

Printed Name of Witness

Signature of Witness