

## INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

*(To be executed by Participants under the Age of Majority)*

**WARNING! By executing this document you will assume certain risks and responsibilities.**

**Please read carefully.**

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a participant in the activities, programs, services of Curling Canada, Nova Scotia Curling Association and Barrington Regional Curling Club, collectively or independently and the sport of curling (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent and/or Guardian (collectively "the Parties"), acknowledge and agree to the following terms:

### Disclaimer

2. Curling Canada, Nova Scotia Curling Association, Barrington Regional Curling Club, their respective, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility, and representatives (collectively the "Organization") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities and the risks relating to the Activities.

*I have read and agree to be bound by paragraphs 1 and 2*

### Description, Acknowledgement of Risks and Helmet Recommendation

3. The Parties understand and acknowledge that the Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous.

4. The Parties understand and acknowledge that a pertinent risk within the sport of curling is the risk of suffering serious head injury should a Participant fall, trip, or stumble onto the ground or ice. It is highly recommended that the Participant wear a helmet at all times when participating in the sport of curling.

5. The Participant is participating voluntarily in the Activities. In consideration of the Participant's participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) Executing strenuous and demanding physical techniques in curling;
- b) Dryland training including weights, running and massage;
- c) Strenuous cardiovascular workouts;
- d) Exerting and stretching various muscle groups;
- e) Being struck by a broom, brush or curling stone;
- f) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- g) Physical contact with other participants, spectators, equipment and vehicles;
- h) Running or sliding on the ice surface;
- i) Falling while delivering the curling stone, skipping or sweeping;
- j) Falling because of slippery ice, or uneven or irregular surfaces;
- k) Spinal cord injuries which may render the Participant permanently paralyzed;
- l) Stepping onto the ice surface from the walkway or onto the walkway from the ice surface;
- m) Stepping over dividers that divide one sheet of ice from the next;
- n) Weather conditions which may result in hypothermia;
- o) Travel to and from competitive events and associated non-competitive events, which are an integral part of the organization's activities.

### Terms

6. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:

- a) That the Participant's physical condition is appropriate to participate in the Activities;
- b) To comply with the rules and regulations for participation in the Activities;
- c) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately;
- d) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant in the Activities and the Parties affirm that they have ascertained appropriate insurance to protect the Participant.

### Release of Liability

7. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree to freely accept and fully assume all such risks, dangers and hazards, and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Participant's participation in the Activities and travel to and from the Activities.

*I have read and agree to be bound by paragraphs 3 - 8*

**General**

8. The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement**

9. The Parties acknowledge that they have read this Agreement and understand it, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, parents, guardians, next of kin, assigns, executors, administrators and representatives.

**Printed Name of Participant**

**Signature of Participant (if aged 13 or older)**

**Date of Birth**

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**Printed Name of Parent or Guardian**

**Signature of Parent or Guardian**

**Date**

\_\_\_\_\_

**PARENT/GUARDIAN CONSENT FORM**

**Email**

1. The Organization collects email addresses during membership and event registration and retains the email addresses for internal use for the purpose of communication to participants, their parents and/or guardians regarding activities, including but not limited to, curling leagues, bonspiels, events, meetings, social activities and for communication of information pertinent to participation in the Organization and the sport of curling.
2. The Organization will never share, sell or exchange email addresses to third parties for any reason.
3. I give consent to the Organization to retain my email address for the purposes described herein.

**Email Address**

**Signature**

**Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Photography**

4. The Organization will on occasion photograph or otherwise collect images of participants participating in the sport of curling, on or off the ice, or of individuals participating in off-ice events occurring within, or on the grounds of, the curling facility or of participants representing the Organization at curling-related events at other venues, for the purposes of promotion of the sport of curling and marketing of the services of the Organization.
5. The Organization may use the images for the purpose of marketing the services of the Organization or promotion of the sport of curling and images may be published publicly on the Organization's website, and/or social media platforms, traditional media, and/or distributed through email.
6. I give consent to the Organization to use images of the participant taken by the Organization for the purposes described herein.

**Signature of Parent or Guardian**

**Date**

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