

ONTARIO SPEED SKATING ASSOCIATION - INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(FOR THOSE UNDER THE AGE OF MAJORITY)

WARNING! By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement. Please read carefully.

Participant's Name: _____ Date: _____

1. This is a binding legal agreement; therefore clarify any questions or concerns **before** signing. As a Participant in the sport of speed skating and the training, travel, programs, competitions and activities of the Organization, the undersigned, being the Participant and the Parent/Guardian of the Participant (collectively the "Parties") acknowledges and agrees to the following terms:

Disclaimer

2. Ontario Speed Skating Association and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of speed skating and any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the sport of speed skating, or any program, training, activity or event of the Organization.

We have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. The Participant is participating voluntarily in the sport of speed skating, or any program, training, activity or event of the Organization. In consideration of my participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) The sport of speed skating;
- b) The "Speed Cable", a form of equipment which propels the Participant to high speeds.
- c) Executing strenuous and demanding physical techniques and/or exerting and stretching various muscle groups;
- d) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
- e) Dryland training including weights, running, and massage;
- f) Variations in ice surface;
- g) Falling, tumbling or hitting any ice, boards, mats, ground, surface, concrete, track or other surfaces;
- h) Contacting, colliding or being struck by other individuals or equipment;
- i) Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment;
- j) Failing to participate within one's abilities and within designated areas;
- k) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
- l) Spinal cord injuries which may render me permanently paralyzed; and/or
- m) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

4. Furthermore, I am aware that injuries sustained can be severe including, but not limited to, an increased load on the heart, dizziness, heart attack, bone and muscular skeletal injury, paralysis, and/or death.

Release of Liability

5. In consideration of the Organization allowing the Participant to participate, the Parties agree:
 - a) That the Participant's physical condition has been verified by a medical doctor to participant;
 - b) 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 sport of speed skating, or any program, training, activity or event of the Organization;
 - c) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant's participation the sport of speed skating, or any program, training, activity or event of the Organization, or from any breach of contract.

We have read and agree to be bound by paragraphs 3 -5.

Acknowledgement

6. 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, executors, administrators and representatives.

Printed Name of Participant

Signature of Participant

Date of Birth

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date