

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

WARNING!

By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.

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/or the events, programs, races and activities organized, operated conducted and/or sanctioned by Ontario Speed Skating Association, the undersigned 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 in any manner whatsoever including, but not limited to, the negligence of the Organization.

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

Description of Risks

3. I am participating voluntarily in the sport of speed skating and the training, activities, events and programs of the Organization. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of speed skating and the training, programs, activities and events of the Organization. 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 and Disclaimer

5. In consideration of the Organization allowing me to participate, I agree:
- a) That my physical condition has been verified by a medical doctor to participant;
 - b) The sole responsibility for the Participant's safety remains with the Participant;
 - c) To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
 - d) To ASSUME all risks arising out of, associated with or related to my participation;
 - e) To WAIVE any and all claims that I may have now or in the future against the Organization;
 - f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and
 - g) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the sport of speed skating, my presence at any venue, the events, activities or programs of the Organization, and/or my traveling to or from the events, activities or programs of the Organization, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

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

Acknowledgement

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

Name of Participant (Please Print)

Signature of Participant

Date