

**CRESCENT BEACH SWIMMING ASSOCIATION
ACKNOWLEDGMENT OF RISK AND WAIVER - ADULT**

**WARNING: READ CAREFULLY!
THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS**

BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. YOU AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY THE CRESCENT BEACH SWIMMING CLUB AGAINST LEGAL LIABILITY FOR INJURY, PROPERTY DAMAGE, ILLNESS AND DISEASE (INCLUDING COVID-19)

BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF A COMMUNICABLE DISEASE (INCLUDING COVID-19) IS AN INHERENT RISK ASSOCIATED WITH YOUR PARTICIPATION IN CRESCENT BEACH SWIMMING CLUB ACTIVITIES

I understand that this Agreement is a binding legal agreement. Any clarification or questions or concerns must be raised before signing.

I understand that this Agreement is made for the benefit of the Crescent Beach Swimming Club ("CBSC") and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, successors and assigns (collectively, the "Releasees").

I understand that CBSC will not permit me to participate in any activities organized, offered, or sanctioned by CBSC (the "CBSC Activities") unless and until this Agreement is signed by me. In consideration of permitting me to participate in CBSC Activities, I acknowledge and agree to the following terms:

1. **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** I understand that there are many risks associated with my participation in CBSC Activities (the "Risks"). I understand that COVID-19 is a significant health risk and carries a high risk of transmission through physical or shared contact. I acknowledge that the Risks include, but are not limited to, serious personal injury, death, property damage, illness and disease (e.g. communicable diseases including COVID-19 and influenza). I further acknowledge that I am in the best position to assess the impact that a communicable disease may have on me or on others with whom I may transmit such disease. Examples of the Risks include, but are not limited to personal injury, death, property damage or illness resulting from:

- ❖ Health: food and beverages, drowning, overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including COVID-19 and influenza), bacteria, parasites or other organisms or mutations thereof;
- ❖ Conduct: my own conduct and conduct of other persons, including any physical altercation between persons;
- ❖ Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or person; dangerous, unsafe, or irregular conditions in the pool or other bodies of water or on surfaces; extreme weather conditions; and travel to and from premises; and
- ❖ Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my ability.

2. **WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY:** I hereby agree as follows:

- ❖ I waive any and all claims that I have or may have in the future against the Releasees in connection with my participation in CBSC Activities;
- ❖ I release and forever discharge the Releasees from any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease (e.g. communicable diseases including COVID-19 and influenza) that I, my executors or administrators, or any other third party may suffer as a result of my participation in CBSC Activities due to

I FREELY ACKNOWLEDGE THAT I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH OR RELATED TO CBSC ACTIVITIES AND I ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR THE RISKS.

Member Signature

any cause whatsoever, whether arising from the negligence of the Releasees, breach of any statutory or other duty (including but not limited to the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303), breach of contract, mistake or error of judgement of the Releasees, or otherwise; and

- ❖ I agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Releasees that may be made or initiated by, or on behalf of me, arising out of or connected with my preparation for or participation in, or both, or travel to or from any activities, events and programs of the Releasees, or otherwise.
- 3. **RESPRESENTATIONS:** I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of CBSC Activities other than what is set forth in this Agreement.
- 4. **JURISDICTION:** I agree that this Agreement and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia. Any litigation in any way relating to CBSC Activities or to the matters addressed in this Agreement must be instituted in the Province of British Columbia.
- 5. **SEVERABILITY:** If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY, I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON ME, MY EXECUTORS AND ADMINISTRATORS.

Name of Member (Please Print)

Date

Member Signature