

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR ADULT AND MINOR PARTICIPANTS)

WARNING

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

As a participant in the programs, activities, events and competitions of Water Polo Canada (hereinafter "WPC" or the "Association"), I, the undersigned _____ (name of participant) OR _____ (name of parent or legal guardian of a minor participant), as _____ (father, mother or legal guardian) of _____ (name of minor participant), hereby acknowledge and commit to the following terms and provisions.

1. "Association" means Water Polo Canada, its member provincial water polo associations and their clubs.
2. This is a binding legal agreement. As a participant or parent or legal guardian of a minor participant in the sport of water polo and the programs, activities and events of the Association and Organization, the undersigned acknowledges and agrees to the following terms.
3. The following terms apply to the minor participant or the undersigned, as applicable.

Disclaimer

4. The Association and their respective 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 me or my child during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Description of Risks

5. I am or my child is participating voluntarily in the sport of water polo and the activities, events and programs of the Organization. In consideration of my or my child's participation in the sport of water polo and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of water polo and any such programs, activities and events of the Organization, including injuries which can be severe and even fatal. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a. Exertion and stretching of various muscle groups, strenuous cardiovascular workouts;
 - b. Vigorous physical exertion, physical contact in deep water;
 - c. Fall to the ground or floor due to uneven, slippery or irregular surfaces;
 - d. Contact, collision or strike by the water polo ball or equipment, other individuals and any other similar pool-side aquatic equipment
 - e. Failure to play within one's abilities and within designated areas;
 - f. Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - g. Extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes;
 - h. Spinal cord injuries which may render me or my child permanently paralyzed; or
 - i. Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.
6. Furthermore, I am aware:
 - a. That injuries sustained can be severe;
 - b. That I or my child may experience anxiety while challenging oneself during the activities, events and programs;
 - c. That my or my child's risk of injury is reduced if I or my child follow all rules established for participation; and

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR ADULT AND MINOR PARTICIPANTS)

- d. That my or my child's risk of injury increases with fatigue.

Release of Liability

7. In consideration of the Organization allowing me to participate, I agree:

- a. That I have not been advised by a medical doctor that my or my child's physical condition prevents or restricts me or my child from participating in the activities, events and programs;
- b. To assume all risks arising out of, associated with or related to my or my child's participation;
- c. To waive any and all claims that I may have now or in the future against the Organization;
- d. 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 or my child's participation in the sport of water polo and the activities, events and programs of the Organization; and
- e. To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my or my child's participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

Medical treatments

In case of injury or illness, I hereby authorize the Organization to obtain all necessary medical treatments for my medical situation or my child's, including transportation by ambulance or by other means to an hospital.

Acknowledgement

By signing this document, I agree to be bound by this Legal Agreement, and this Agreement is binding upon myself, my heirs, executors, administrators and representatives even if I have not read the Agreement.

Name of the participant: _____ Date of birth: _____

Name of parent or legal guardian (Print): _____ Date: _____

Signature of parent or legal guardian: _____

Signature of the participant: _____