**INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT**

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

**WARNING! By signing this document you will assume certain risks and responsibilities. Please read carefully**

**Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the spectating, orientation, instruction, activities, programs, and services of Rowing Canada Aviron, [*insert Provincial Rowing Association*], [i*nsert Club*], and [i*nsert Regatta*], (collectively the “Activities”), the undersigned, being the Participant and the Participant’s Parent/Guardian (collectively the “Parties”), acknowledge and agree to the following terms:

**Disclaimer**

1. Rowing Canada Aviron, *[insert Provincial Rowing Association], [insert Club], and [insert Regatta]*, their respective, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the “Organization”) are not responsible for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities.

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

**Description of Risks**

1. The Parties understand and acknowledge that:
2. 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;
3. The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming; and
4. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant’s fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.
5. The Participant is participating voluntarily in the Activities. In consideration of that 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:
6. Executing strenuous and demanding physical techniques;
7. Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
8. Exerting and stretching various muscle groups;
9. The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
10. Spinal cord injuries which may render the Participant permanently paralyzed;
11. Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant’s body or to the Participant’s general health and well-being;
12. Abrasions, sprains, strains, fractures, or dislocations;
13. Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
14. Physical contact with other participants, spectators, equipment, and hazards;
15. Not wearing appropriate safety equipment when required or recommended, such a life jacket;
16. Failure to act safely or within the Participant’s ability or within designated areas;
17. Equipment failure;
18. Drowning;
19. Negligence of other persons, including other spectators, participants, or employees;
20. [ insert specific sport risks ]
21. Privacy breaches, hacking, technology malfunction or damage;
22. Weather conditions which may result in hypothermia; and
23. Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization’s Activities

€ ***We have read and agree to be bound by paragraphs 3-4***

**Terms**

1. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
2. That the Participant’s mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant’s mental or physical condition;
3. To comply with the rules and regulations for participation in the Activities;
4. To comply with the rules of the course, facility, or equipment;
5. 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;
6. That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant and they affirm that they have ascertained appropriate insurance to protect the Participant;
7. The risks associated with the Activities are increased when the Participant is impaired and the Participant agrees not to participate if impaired in any way;
8. That when the Participant practices or trains in the Participant’s own space, we are responsible for the surroundings and the location and equipment that we select;
9. That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity; and
10. That they are responsible for the choice of the Participant’s safety equipment, if required or recommended, and the secure fitting of the safety equipment.

**Release of Liability**

1. In consideration of the Organization allowing the Participant to participate, the Parties agree:
2. That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and
3. 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.

**General**

1. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the province of [*insert Province*], Canada and they further agree that the substantive law of [*insert Province*] will apply without regard to conflict of law rules.

€ ***We have read and agree to be bound by paragraphs 5-7***

**Acknowledgement**

1. 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, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives. The Parties further acknowledge by signing this agreement they have waived the right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

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Name of Participant (print) Signature of Participant Date of Birth

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Name of Parent or Guardian (print) Signature of Parent or Guardian Date