

## INFORMED CONSENT AND ASSUMPTION OF RISK

### **WARNING! THIS IS A BINDING LEGAL AGREEMENT.**

**By signing this document, you will waive certain legal rights, including the right to sue. Please read carefully and clarify any questions or concerns before signing this document.**

1. As a participant in the sport of curling ("Curling"), and the programs, activities and events of the Hope Curling Club, which may include audio and/or video recording, filming, photographing curling activities (the "Curling Activities"), I, \_\_\_\_\_ (the "Minor Curler") and I, \_\_\_\_\_, Guardian of the Minor Curler (the "Guardian"), acknowledge and agree to the following terms.

### **Disclaimer**

2. The Hope Curling Club and its directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators and/or employees of the curling facility, and representatives (the "Releasees") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind that the Minor Curler may suffer during, or as a result of, Curling or any of the Curling Activities, whether caused by the negligence of the Releasees or otherwise.

### **Inherent Risks in Curling and Curling Activities**

3. The Minor Curler and the Guardian acknowledge and understand that Curling and the Curling Activities have some inherent risks. The combination of physically active participants, heavy moving stones, sudden movement, physical exertion, a cold environment, and slippery surfaces, on or off the ice, may create conditions where the potential for physical injury to the Minor Curler is very high.
4. The Minor Curler and the Guardian further acknowledge that the Minor Curler is in good physical health and does not suffer from any known disability or condition which would prevent or limit the Minor Curler's voluntary participation in Curling or in any of the Curling Activities and that the Minor Curler's participation could result in injury.
5. The Minor Curler and the Guardian are aware:
  - (a) That injuries sustained in Curling and the Curling Activities can be severe and include, but are not limited to, concussions, other head injuries, heart attacks, stroke, muscle strains, muscle pulls, muscle tears, general muscle soreness, broken bones, injuries to knees and other joints of the body, injuries to back;
  - (b) That the Minor Curler's risk of injury is reduced if the Minor Curler follows all rules established for participation in Curling and in the Curling Activities; and
  - (c) That the Minor Curler's risk of injury increases as the Minor Curler becomes tired.

### **Media Release**

6. The Minor Curler and the Guardian give their respective permission for the Hope Curling Club:
  - (a) to record, film, photograph, audiotape, or videotape me while I am participating in Curling and/or Curling Activities (the "Media Materials"); and
  - (b) to publish, broadcast, stream, or post any of the Media Materials, whether off-line in more traditional forms of media or online through social media and video streaming and other forms of online media, for the purposes of promoting Curling and/or Curling Activities

**Assumption of Risk**

- 7. In consideration of the Releasees allowing the Minor Curler to participate in Curling and the Curling Activities, the Minor Curler and the Guardian acknowledge:
  - (a) That the Releasees have strongly recommended that the Minor Curler wear a CSA-approved helmet designed for ice sports (the "Helmet") to limit the risk of concussion or other head injury (the "Helmet Recommendation");
  - (b) That the Minor Curler is choosing not to wear a Helmet, contrary to the Helmet Recommendation, at the Minor Curler's own risk of injury; and
  - (c) That the Guardian is permitting the Minor Curler to participate in Curling and the Curling Activities without a Helmet, or any other kind of protective head gear, contrary to the Helmet Recommendation at the Minor Curler's own risk of injury;
  
- 8. In further consideration of the Releasees allowing the Minor Curler to participate in Curling and the Curling Activities, the Minor Curler and the Guardian agree to voluntarily accept and fully assume all risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Minor Curler's participation in Curling and the Curling Activities.

**Acknowledgement**

- 9. The Minor Curler and the Guardian acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this agreement is binding upon themselves, their heirs, executors, administrators, and representatives.

_____	_____	_____
Printed Name of Participant	Signature of Participant	Date of Birth (dd/mmm/yyyy)
_____	_____	_____
Printed Name of Guardian	Signature of Guardian	Date
_____	_____	
Printed Name of Witness	Signature of Witness	