

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**  
***(To be executed by Participants over the age of majority)***

**WARNING! Please read carefully.**

**By signing this document you will waive certain legal rights – including the right to sue.**

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a towed water sports participant and the events, workshops, instruction, activities, competitions, programs, and services of Water Ski & Wakeboard Canada or its affiliated Provincial Associations or member clubs and schools (collectively the “Activities”), the undersigned, being the Participant, acknowledges and agrees to the terms outlined in this document.

**Disclaimer**

2. Water Ski & Wakeboard Canada, affiliated Provincial Associations, member clubs and schools, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities at which the Activities take place, 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 Activities, 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 and Acknowledgement of Risks**

3. The Participant understands and acknowledges that:
  - a) 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;
  - b) 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
  - c) 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 misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.
4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Participant hereby acknowledges that they are aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards

include, but are not limited to:

- a) Privacy breaches, hacking, technology malfunction or damage;
- b) Executing strenuous and demanding physical techniques and exerting and stretching various muscle groups;
- c) Vigorous physical exertion, strenuous cardiovascular workouts, dehydration, heatstroke, fatigue and rapid movements;
- d) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- e) Failure to follow instructions or rules;
- f) Spinal cord injuries which may render the Participant permanently paralyzed;
- g) 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;
- h) Abrasions, sprains, strains, fractures, or dislocations;
- i) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
- j) Physical contact with other participants, spectators, equipment, and hazards;
- k) Water hazards, waves, unstable surfaces and extreme weather conditions;
- l) Extreme speeds and heights relating to towed water sports;
- m) Jumps, water features and obstacles, buoys and other structures that are placed in the water;
- n) Drowning due to equipment failure or entanglement, falling from boat/watercraft into the water, or being knocked unconscious while participating in a towed water sport;
- o) Not wearing appropriate safety equipment or failure to act safely or within the Participant's own ability or designated areas;
- p) Negligence of other persons, including other spectators, participants, volunteers or employees;
- q) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities;

- r) Negligence on the part of the Organization, including failure by the Organization to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with the Participant's participation in the Activities; and
- s) The Participant's conduct and conduct of other persons including any physical altercation between participants.

***I have read and agree to be bound by paragraphs 3 and 4***

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## **Terms**

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Participant agree:
- a) That the Participant is expected to wear an appropriate floatation and impact protection when participating on the water;
  - b) That when the Participant practices or trains in their own space, the Participant is responsible for the Participant's surroundings and the location and equipment that the Participant selects;
  - c) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Participant assumes all risks related to the Participant's mental and physical condition;
  - d) That the Participant may experience anxiety while challenging themselves during the Activities;
  - e) To comply with the rules and regulations for participation in the Activities;
  - f) To comply with the rules of the course, facility or equipment;
  - g) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately;
  - h) The risks associated with the Activities are increased when the Participant is impaired and the Participant will not to participate if impaired in any way;
  - i) That it is their sole responsibility to assess whether any Activities are too difficult for themselves. By commencing an Activity, the Participant acknowledges and accepts the suitability and conditions of the Activity;
  - j) That the Participant is responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment; and



- k) The Organization has no obligation to provide the Participant with financial or other assistance, including but not limited to, medical, health or disability benefits or insurance of any nature in the event of injury, illness, death or property damage.

#### **Release of Liability and Disclaimer**

6. In consideration of the Organization allowing the Participant to participate, the Participant agrees:

- a) That the sole responsibility for the Participant's safety remains with the Participant;
- b) To ASSUME all risks arising out of, associated with or related to the Participant's participation;
- c) That the Participant is not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
- d) To WAIVE any and all claims that the Participant may have now or in the future against the Organization;
- e) 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 the Participant's participation in the Activities;
- f) 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 the Participant has or may have in the future, that might arise out of, result from, or relate to the Participant's participation in the Activities, 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;
- g) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities;
- h) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with the Activities; and
- i) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of **ONTARIO** and if any portion thereof is held invalid, the balance shall continue in full legal force and effect.

### **Jurisdiction**

7. The Participant agrees that in the event they file a lawsuit against the Organization, the Participant will do so solely in the Province of **ONTARIO** and further agree that the substantive law of the Province of **ONTARIO** will apply without regard to conflict of law rules.

### **Personal Information**

8. The Participant acknowledges that the Participant's personal information (name, age, email address and address) may be given to the associated Provincial/Territorial association and to Water Ski & Wakeboard Canada for use in their secure database for the sole purpose of keeping track of registration at the Provincial/Territorial and National levels. This information will **not** be given to any other organization.
9. The Participant consents to the non-commercial use of photographs, videos, recording during Activities and the disclosure of event results on websites, social media, promotional materials, and newsletters.

***I have read and agree to be bound by paragraphs 5 to 9*** \_\_\_\_\_

### **Acknowledgement**

10. The Participant acknowledges that they have read and understand this agreement, that they have executed this agreement voluntarily, and that this agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. The Participant further acknowledges by signing this agreement that they have waived its right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

Name of Participant (PRINT)

Signature of Participant

\_\_\_\_\_  
Date