

**INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT**  
*(To be executed by Participants under the age of majority)*

**WARNING! Please read carefully.**

**By signing this document you will assume certain risks and responsibilities.**

**Participant's Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

PRINT

MM/DD/YY

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 and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree 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 or 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, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

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

**Description and Acknowledgement of Risks**

3. The Parties understand and acknowledge 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 give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.
4. 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:
- 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 ability or designated areas;
- p) Negligence of other persons, including other spectators, other participants, volunteers or employees;
- q) The Participant's conduct and conduct of other persons including any physical altercation between participants; and
- r) Travel to and from competitive events and associated non-competitive events, which are an integral part of the Activities.

***We have read and agree to be bound by paragraphs 3 and 4*** \_\_\_\_\_

### **Terms**

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties 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 Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
- c) 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 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 participate if impaired in any way;
- i) 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;

- j) That they are 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.
6. In consideration of the Organization allowing the Participant to participate, the Parties agree:
- a) 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 participate in the Activities;
  - b) 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; and
  - c) That this Agreement 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 Parties agree that if they file a lawsuit against the Organization, they agree to do so solely in the Province of **ONTARIO** and they further agree that the substantive law of the Province of **ONTARIO** will apply without regard to conflict of law rules.

#### **Personal Information**

8. The Parties acknowledge 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 Parties consent to the non-commercial use of photographs, videos, recording taken during Activities and the disclosure of event results on websites, social media, promotional materials, and newsletters.

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

### Acknowledgement

10. 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.

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Signature of Participant (if 13 years of age and older) (*optional*)

Name of Parent or Guardian (PRINT)      Signature of Parent or Guardian

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Date