

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: _____

PRINT

Date of Birth: _____

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.

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;
 - 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; and
 - d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.
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) Contracting COVID-19 or any other contagious disease;
 - b) Privacy breaches, hacking, technology malfunction or damage;
 - c) Executing strenuous and demanding physical techniques and exerting and stretching various muscle groups;
 - d) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - e) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - f) Failure to follow instructions or rules;
 - g) Spinal cord injuries which may render the Participant permanently paralyzed;
 - h) 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;
 - i) Abrasions, sprains, strains, fractures, or dislocations;
 - j) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
 - k) Physical contact with other participants, spectators, equipment, and hazards;
 - l) Water hazards, waves, unstable surfaces and extreme weather conditions;
 - m) Extreme speeds and heights relating to towed water sports;
 - n) Jumps, water features and obstacles, buoys and other structures that are placed in the water;
 - o) Drowning due to equipment failure or entanglement, falling out boat/watercraft into the water, or being knocked

- unconscious while participating in a towed water sport;
- p) Not wearing appropriate safety equipment or failure to act safely or within the Participant's ability or designated areas;
- q) Negligence of other persons, including other spectators, participants, or employees; 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 COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; and
 - k) That they are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment.
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, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. 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 Ontario and they further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules.

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

Acknowledgement

8. 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.

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

Name of Parent or Guardian (PRINT)

Signature of Parent or Guardian

Date

DECLARATION OF COMPLIANCE – COVID-19

Participant Name: _____

Participant's Date of Birth: _____
MM/DD/YY

Parent/Guardian Name: _____

Email: _____

Telephone: _____

WARNING!

ALL PARTICIPANTS ENTERING FERN RESORT'S DOCK START & SKI PROGRAM MUST COMPLY WITH THIS DECLARATION

Water Ski & Wakeboard Canada and Fern Resort (collectively the "Organization") require the disclosure of exposure or illness in order to safeguard the health and safety of all participants and limit the further outbreak of COVID-19. This Declaration of Compliance will be kept safely and personal information will not be disclosed unless as required by law or with your consent.

An Participant (or the Participant's parent/guardian, if the Participant is younger than 18 years old) who is unable to agree to the terms outlined in this document is not permitted to enter the Organization's facilities or participate in the Organization's activities, programs, or services.

I, the undersigned being the Participant named above and the Participant's parent/guardian (if the Participant is younger than 18 years old), hereby acknowledge and agree to the terms outlined in this document:

- 1) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19 and requires all Participants (and their parent/guardian, when applicable) to adhere to the compliance standards described in this document.
- 2) The Participant has not been diagnosed with COVID-19. **OR** If the Participant was diagnosed with COVID-19, the Participant was cleared as noncontagious by provincial or local public health authorities more than 14 days prior to the date this Declaration of Compliance was signed.
- 3) The Participant has not been exposed to a person with a confirmed or suspected case of COVID-19. **OR** If the Participant was exposed to a person with a confirmed or suspected case of COVID-19, the date of exposure was more than 14 days prior to the date this Declaration of Compliance was signed.

- 4) The Participant is attending or participating voluntarily and understands the risks associated with COVID-19. The Participant (or the Participant's parent/guardian, on behalf of the Participant (when applicable)) agrees to assume those risks, including but not limited to exposure and being infected.
- 5) The Participant has not, nor has anyone in the Participant's household, experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, shortness of breath, respiratory illness, difficulty breathing).
- 6) If the Participant experiences, or if anyone in the Participant's household experiences, any cold or flu-like symptoms after submitting this Declaration of Compliance, the Participant will immediately isolate and not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
- 7) The Participant has not, nor has any member of the Participant's household, travelled to or had a lay-over in any country outside Canada, or in any province outside of Ontario in the past 14 days. If the Participant travels, or if anyone in the Participant's household travels, outside the Province of Ontario after submitting this Declaration of Compliance, the Participant will not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since the date of return.
- 8) The Participant is following recommended guidelines, including but not limited to, practicing physical distancing, trying to maintain separation of six feet from others, frequent hand-washing, and otherwise limiting exposure to COVID-19.
- 9) The Participant will follow the safety, physical distancing and hygiene protocols of the Organization.
- 10) This document will remain in effect until the Organization, per the direction of the provincial government and provincial health officials, determines that the acknowledgements in this Declaration of Compliance are no longer required.
- 11) The Organization may remove the Participant from the facility or from participation in the activities, programs or services of the Organization at any time and for any reason if the Organization believes, in its sole discretion, that the Participant is no longer in compliance with any of the compliance standards described in this document.

Signature: _____ Date: _____
Participant (if the Participant is older than 13 years old)

Signature: _____ Date: _____
Parent/Guardian (if the Participant is younger than 18 years old)