

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR THOSE 18 YEARS OF AGE AND OLDER)

WARNING

By executing this document you will waive certain legal rights, including the right to sue. Please read carefully.

1. "Association" means Water Polo Canada, its member provincial water polo associations and their clubs.
2. This is a binding legal agreement. As a participant in the sport of water polo and the programs, activities and events of the Association, the undersigned acknowledges and agrees to the following terms:

Disclaimer

3. The Association and their respective directors, officers, committee members, members, employees, volunteers, participants, agents 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 me during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Description of Risks

4. I am participating voluntarily in the sport of water polo and the activities, events and programs of the Organization. In consideration of my participation in the sport of water polo and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of water polo and any such programs, activities and events of the Organization including injuries which can be severe and even fatal. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a. Exerting and stretching various muscle groups, strenuous cardiovascular workouts;
 - b. Vigorous physical exertion, physical contact in deep water;
 - c. Falling to the ground or floor due to uneven, slippery or irregular surfaces;
 - d. Contact, colliding or being struck by the water polo ball or equipment, other individuals and any other similar pool-side aquatic equipment
 - e. Failing to play within one's abilities and within designated areas;
 - f. Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - g. Extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes;
 - h. Spinal cord injuries which may render me permanently paralyzed; or
 - i. Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.
5. Furthermore, I am aware:
 - a. That injuries sustained can be severe;
 - b. That I may experience anxiety while challenging myself during the activities, events and programs;
 - c. That my risk of injury is reduced if I follow all rules established for participation; and
 - d. That my risk of injury increases as I become fatigued.

Release of Liability

6. In consideration of the Organization allowing me to participate, I agree:
 - a. That I have not been advised by a medical doctor that my physical condition prevents or restricts me from participating in the activities, events and programs;
 - b. To assume all risks arising out of, associated with or related to my participation;
 - c. To waive any and all claims that I may have now or in the future against the Organization;
 - d. 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 my participation in the sport of water polo and the activities, events and programs of the Organization; and
 - e. To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

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Acknowledgement

By typing in your name and the date below or by clicking the "I Agree" icon, you agree to execute this agreement voluntarily and to be bound by this Legal Agreement, and this Agreement is binding upon yourself, your heirs, executors, administrators and representatives even if you have not read the Agreement.

Name (Please Print)

Date

I AGREE