



INFORMED CONSENT AND ASSUMPTION OF RISK AND WAIVER OF CLAIMS AND LIABILITY AGREEMENT



For Age of Majority Participants (18 years and older)

Please read carefully

By signing this document THE PARTICIPANT assumes certain risks and responsibilities associated with the amateur sport of rowing

Participant's Name (please print): _____

Binding Legal Agreement

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of rowing and the spectating, orientation, instruction, training, activities, travel, competitions, programs, and services (collectively the "Activities") of Rowing Canada Aviron (RCA) and its Members (defined in the RCA By-Laws), the undersigned being the Participant acknowledges and agrees to the terms outlined in this document.

Disclaimer

2. RCA and its Members and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, personal 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.

Acknowledgement of Risks

3. The Participant understands and acknowledges that:
- 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;
 - 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;
 - 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 mis-judge weather or environmental conditions, and the equipment being used might malfunction;
 - The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organization and is extremely contagious. The Organization cannot guarantee that the Participant will not become infected with COVID-19. Participating in the Activities could increase the risk of contracting COVID-19.

Description of Risks

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 and may be exposed to such risks, dangers and hazards.

The risks, dangers and hazards include, but are not limited to:

- Contracting COVID-19 or other contagious diseases;
- Privacy breaches, hacking, technology malfunction or damage;
- Executing strenuous and demanding physical techniques;
- Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- Exerting and stretching various muscle groups;
- Failure to properly use any piece of equipment or the mechanical failure of any piece of equipment;
- Spinal cord injuries which may render the Participant partially or permanently paralyzed;

- h) Serious injury to 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) Engaging in a water sport and not wearing safety or protective equipment such as a life jacket;
- l) Drowning;
- m) Rowing, paddling and sculling;
- n) Dryland training;
- o) Entering the water by either falling, diving or jumping;
- p) Extended time in the water and/or underwater;
- q) Remoteness of certain locations and an inability to obtain emergency medical assistance;
- r) Entering, exiting or falling off a rowing boat or launch;
- s) Rough water conditions, capsizing, or being swamped by waves;
- t) Contact with boats, oars, paddles, docks, stationary objects, equipment, hazards or other participants;
- u) Lifting and carrying boats in and out of the water;
- v) Failure to act safely or within the Participant's ability or designated areas;
- w) Negligence of other persons, including other spectators, participants, volunteers or employees;
- x) Weather and temperature conditions;
- y) Travel to and from competitive and associated non-competitive events which are an integral part of the Activities

Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Participant agrees:
 - a) That when the Participant practices or trains in their own space, the Participant is responsible for their surroundings and the location and equipment that is selected for the Participant;
 - b) That the Participant's mental and physical condition is appropriate to participate in the Activities, and the Participant assumes all risks related to their mental and physical condition;
 - c) To comply with the rules and regulations for participation in the Activities;
 - d) To comply with the rules of the facility and equipment;
 - e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and immediately bring their observations to a representative of the Organization;
 - f) The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way;
 - g) That it is the Participant's 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;
 - h) 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;
 - i) That Participant is responsible for the choice of their safety or protective equipment and the secure fitting of that equipment.

6. In consideration of the Organization allowing the Participant to participate in the Activities, the Participant agrees:
 - a) That the Participant is 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;
 - c) That the sole responsibility for the Participant's personal safety remains with the Participant, and the Participant freely accepts and fully assumes all such risks and possibility of personal injury, death, property damage, loss of income, and related losses resulting from their participation in the Activities;
 - d) To forever release the Organization from any and all liability for any and all claims, demands, actions, damages, losses, judgements and costs (collectively "Claims") which the Participant has or may have in the future, as a result of participation in the Activities.
 - e) 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 Participant agrees that in the event 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.

Acknowledgements

8. The Participant acknowledges 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.
9. The Participant, by signing this agreement, waives the right to bring a lawsuit against the Organization on the basis of any claims from which they have released herein.

Participant Information and Signature

Participant Name: (print)	
Street Address:	
City/Town & Postal Code:	
Email address:	
Telephone:	
Emergency Contact Person:	
Emergency Contact Telephone:	
Date:	
Participant's Signature:	

PARTICIPANT ATTESTATION: My signature below confirms that in addition to this signed waiver and other signed documents that I have submitted as part of my registration, I have reviewed the required media (RCA Rowing Safety Modules, RowOntario Concussion Protocols, SCRC Safe Sport) and read the required documents (SCRC Code of Conduct and Ethics, SCRC Cold Water and Warm Water rules, SCRC Emergency Action Plan) as noted in the Registration Instructions.

Participant's Name (print) Signature Date