

ACKNOWLEDGEMENT & ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY

INITIAL

Every person MUST read, complete and sign this waiver before participating in program and/or camp and/or event activities as offered by STERIK'S Sport Development Inc.

The following waiver of all claims, release from all liability, assumption of all risks and other terms of this agreement are entered into by me (the "Athlete") with and for the benefit of STERIK'S Sport Development Inc., its directors, officers, employees, volunteers, coaches, officials, business operators, agents, and site property owners or Occupiers (the "Organization"). The term "Occupiers" is defined in accordance with the definition of occupiers contained in the occupier's liability legislation of the province or territory in which the Activities are provided by the Organization.

- "Activities" includes, but is not limited to, sports, fitness activities, functions, instruction, use of the facilities, participation in programs, competitions, competition programs and events, and services provided to the Athlete by the Organization whether occurring in or outside the Province of Ontario.
- I am aware that there are inherent and significant risks, dangers and hazards ("Risks") associated with participation in the Activities. I am aware that those Risks include but are not limited to the potential for serious personal injury and/ or death caused by any Activities or any condition of the facility, equipment or environment or collision with or negligence of other persons. I understand the risks may be relative to my own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which I conduct myself while participating in the Activities.
- I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Activities. I agree that it is not possible for the Organization to make the Activities completely safe. **I accept these Risks and agree to the terms of this agreement even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Activities.**
- I understand that the use or wearing of helmets is mandatory, and intended to help reduce the risk of serious injury or death, but cannot completely eliminate or prevent it. I recognize that helmets do not prevent injury to the wearer's face, neck, or spinal cord.
- If I am under the age of 18, I confirm that I have permission by a guardian to participate in STERIK'S Sport Development Inc. program and/or camp and/or event in the province or territory in which I am participating in Activities.
- I understand that, as part of my participation in Activities, photographs or video may be taken by persons associated with STERIK'S Sport Development Inc. or any media that may be present. By executing this agreement, I agree to allow my image to be used for any media purposes including, but not limited to, promotions and advertisements.
- In consideration of STERIK'S Sport Development Inc. accepting my application and for other good or valuable consideration, I hereby agree, on behalf of myself, and on behalf of my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives"):

- to waive all claims that I have or may have in the future against the Organization, and to release and forever discharge the Organization from all liability for all personal injury, death, property damage, expense or loss that I or my next of kin may suffer (either directly or indirectly), resulting from my participation in Activities and due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error of judgement of the Organization; and*
- to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs (including court costs and costs on a solicitor and client basis), demands, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Activities.*

Initial
Initial

- I agree that this agreement is governed by the laws of the Province of Ontario. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario. Any litigation to enforce this agreement must be instituted in the Province of Ontario.
- I confirm that I have had sufficient time to read and understand each term in this agreement in its entirety, and have agreed to the terms freely and voluntarily. I understand that this agreement is binding on me and my Legal Representatives.

Athlete Name: _____ Guardian Name: _____
 Address: _____ Address: _____
 Postal Code: _____ Postal Code: _____
 Date of Birth: Month _____ Day _____ Year _____
 Dated: _____, 20 _____.

Athlete Signature: _____	Witness Signature: _____
Guardian Signature: _____	Print Name of Witness: _____

Privacy Notice: STERIK'S Sport Development Inc. respects your privacy. Any personal information we collect is used only to communicate with our customers and complete the transactions that ultimately deliver our services to you. Your personal information is not shared, without your consent, with third parties other than you home ski club. For more information please [contact info@steriks.ca](mailto:info@steriks.ca).