

SWIM NATAION MANITOBA INC. (SWIM MANITOBA)
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(To be executed by Participants who are 18 years old and older)

WARNING! Please read carefully! By signing this document, you will waive certain legal rights including the right to sue

Participant's Name: _____

Participant's Date of Birth: _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. Prior to participating, an individual who is 18 years old and older and who wants to participate in the sport of swimming and the activities, programs, classes and services provided by, and/or in the events sponsored or organized by Swim Natation Manitoba Inc. ("Swim Manitoba") and its affiliated clubs which may include but is not limited to: competitions, tournaments, practices, training, personal or strength training, dry land training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs (collectively the "Activities") must acknowledge and agree to the terms outlined in this agreement.

Disclaimer

2. Swim Manitoba and its affiliated clubs and their respective associated or related persons, including but not limited to, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, contractors, agents, insurers, successors, assigns, 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, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant or their property during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2

Description and Acknowledgement of Risks

3. I 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 has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.
 - c) I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation. I acknowledge that I have either had a physical examination and have been given a physician's permission to participate or that I have decided to participate without the approval of my physician. I assume all responsibility for my participation in the Activities and for my utilization of any and all equipment and machinery in connection with the Activities.
 - d) I understand that the Activities may sometimes be conducted by persons who may not be knowledgeable, licensed, certified, or registered instructors or professionals. I accept the fact that the skills and competencies of some of the Organization's employees, agents, representatives or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and employed to provide such professional services.
 - e) **(COVID-19)** The COVID-19 disease has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19
4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of the Activities, some of which are listed below. The risks, dangers and hazards include, but are not limited to:
- a) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof
 - b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, equipment or persons; dangerous, unsafe, or irregular conditions on the ground or other surfaces; extreme weather conditions; and travel to and from the premises
 - c) Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within my own ability
 - d) Contact: contact with participants, equipment, vehicles, or other persons; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury
 - e) Advice: negligent advice regarding the Activities
 - f) Ability: failing to act safely or within my own ability or within designated areas
 - g) Sport: the sport of swimming and its inherent risks, including but not limited to, diving, jumping, extended time underwater, time in chlorinated water, falling or colliding with the pool, pool bottom, walls, stands, equipment or other participants
 - h) Conduct: my conduct and conduct of other persons including any physical altercation between participants
 - i) Travel: travel to and from the Activities
 - j) Negligence: my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE ORGANIZATION, which may increase the risk of damage, loss, personal injury or death
5. In consideration of the Organization allowing me to participate in the Activities, I agree:
- a) That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select

- b) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my 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 or equipment
- e) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately
- f) The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way
- g) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity
- h) That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment
- i) **(COVID-19)** That COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death

Release of Liability and Disclaimer

6. In consideration of the Organization allowing me to participate, I agree:
- a) That the sole responsibility for my safety remains with me
 - b) To ASSUME all risks arising out of, associated with or related to my participation
 - c) That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities
 - d) To WAIVE any and all claims that I may have now or in the future against the Organization
 - e) 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 Activities
 - f) To FOREVER RELEASE and INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization
 - g) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization
 - h) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities
 - i) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities
 - j) This release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the Province of Manitoba and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect

Jurisdiction

7. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the Province of Manitoba and further agree that the substantive law of the Province of Manitoba will apply without regard to conflict of law rules.

Consent to Use of Images

8. I hereby grant the right to use or disclose, without payment of any fee, charge, or compensation of any kind, including royalties, any and all non-focused, background or otherwise unidentifiable photographs, video or other visual media (the Images) of myself taken by the Organization for promotional purposes. I also agree to waive any right to approve such use and waive all moral rights I have in such Images in perpetuity.

Consent to Use of Personal Information

9. I understand and agree that my name and email address may be used to correspond with the Organization regarding my participation, and to send information about current and future programs and services. I further agree that the Organization may also contact me to conduct research in an effort to continually improve programs. I understand and agree that my personal information will not be used for any other purpose without my consent. I further understand that the Organization makes its contact information available to Sport Manitoba (to confirm rosters team, awards, etc.). I further understand and agree that the Organization may also make my contact information available to the Province of Manitoba when reasonable (to send congratulations). I understand I may withdraw my consent to any further collection, use, or disclosure of information about you at any time by giving reasonable notice to the Organization.

Acknowledgement

10. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

Name of Participant (print)

Signature of Participant

Date

Name of Witness (print)

Signature of Witness

Date