

**TO: THE GOVERNORS OF THE UNIVERSITY OF CALGARY,
INTERNATIONAL SKATING UNION, SPEED SKATING CANADA AND
ALBERTA AMATEUR SPEED SKATING ASSOCIATION**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.**

PLEASE READ CAREFULLY!

NAME OF PARTICIPANT: Last Name: _____ First Name: _____

ADDRESS OF PARTICIPANT: _____

ACTIVITY NAME: **SPEED SKATING TRAINING AND COMPETITIONS**

ACTIVITY DATES: **Apr 01/2016 - Mar 31/2017 OLYMPIC OVAL COMPETITION SEASON**

ASSUMPTION OF RISK

I am aware that participating in the **activity(ies) of Speed Skating - Training and Competitions** has many inherent risks, including but not limited to:

General:

- Theft, vandalism, damage or loss of personal property.
- Any manner of harm, injury, illness, death or property damage suffered by or resulting from:
 - Use, misuse, non-use and failure of any equipment;
 - Travel by motor vehicle, bus or any other means of transportation to, from, or during the activity(ies);

NOTE: Please consult with your physician prior to: 1) participating in any physical activities, 2) the use of any equipment or 3) having any pre-existing conditions which may be affected by your participation in the activity(ies).

Speed Skating - Competitions:

Any manner of harm, injury, illness, death or property damage suffered by or resulting from:

- These activities, which include high speeds, involve many risks of both minor and severe personal injuries;
- Falling, impacting, entanglement or impairment on obstructions, apparatus/equipment, against the floor, ice surface, walls, rink boards or bumpers;
- Collisions between other skaters/participants and/or their skates, spectators, officials or other people;
- Strenuous physical activity which can increase the load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances, may result in a heart attack;
- Muscular injuries such as sprains and strains; fainting, chest discomfort, leg cramps and nausea; head, spine or bone injuries; injuries to the extremities such as lacerations;
- Not skating safely and/or within ones own abilities.

NOTE: All mandatory protective equipment for long and short track speed skating respectively is required to be worn as necessary, including but not limited to a helmet, neck guard, gloves, cut-proof skin suit and cut-proof ankle guards.

Facility Use - Weight Room, Weight Cage, Running Track and/or Regeneration Room:

Any manner of harm, injury, illness, death or property damage suffered by or resulting from:

- Impact, entanglement or impairment on obstructions, apparatus/equipment, floor surface or walls;
- Contact with participants, spectators, officials or other people;
- An increased load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances, may result in a heart attack;
- Muscular injuries such as sprains and strains, bone injuries, fainting, chest discomfort, leg cramps and nausea;
- My participation and use of equipment beyond my own abilities;
- The sudden and unforeseen malfunctioning of any equipment.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **The Governors of the University of Calgary, International Skating Union, Speed Skating Canada and Alberta Amateur Speed Skating Association** permitting my participation in the **activity(ies) of Speed Skating - Training and Competitions**, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against **The Governors of the University of Calgary, International Skating Union, Speed Skating Canada and Alberta Amateur Speed Skating Association** and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the **activity(ies) of Speed Skating - Training and Competitions** due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, RSA 2000 c. 0-4 AS AMENDED ON THE PART OF THE RELEASEES;
 _____ (Initial here that you have read paragraph 2.)

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the **activity(ies) of Speed Skating - Training and Competitions** and

4. THAT if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(ies) in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment.
 _____ (Initial here that you have read paragraph 4.)

5. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

6. This Waiver shall be governed by and construed in accordance with the laws in force in the province of Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to **Speed Skating - Training and Competitions** and this Waiver and the parties hereby attorn to the jurisdiction of Alberta courts.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement.

I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER OR WILL TURN 18 DURING THIS SPEED SKATING COMPETITION SEASON, THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, _____.

 SIGNATURE OF PARTICIPANT

 WITNESS SIGNATURE (Non Family Member)

 WITNESS NAME (please print)

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and paragraphs 2 and 4 must be initialed before the participant may participate in the activity(ies).