



## ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS FORM (FOR ADULT PARTICIPANT AND MINOR PARTICIPANT)



### **WARNING: PLEASE READ CAREFULLY**

**THIS FORM REQUIRES YOU TO ASSUME THE RESPONSIBILITY OF CERTAIN RISKS OF INJURY AND OTHER HEALTH-RELATED PROBLEMS (BEYOND JUST COVID-19) DUE TO PARTICIPATION IN SWIMMING ACTIVITIES. DOING SO IMPACTS YOUR LEGAL RIGHTS. YOU MUST READ THIS ENTIRE FORM CAREFULLY.**

*This acknowledgment and assumption of risks form has to be signed before participating in any Activity sanctioned or organized by Swimming Natation Canada, Swim Ontario, or Swim Ontario's registered Swimming Clubs*

As a participant, or on behalf of a minor participant, in the Activities organized, recognized or sanctioned by Swimming Natation Canada ("**SNC**"), Swim Ontario ("**SO**") or a registered Swimming Club, I hereby acknowledge and agree to the following terms and conditions respecting my/their participation in any Activity.

### **Introduction**

**FOR ADULT PARTICIPANTS:** As a participant, or on behalf of a minor participant, in the Activities organized, recognized or sanctioned by Swimming Natation Canada ("**SNC**"), Swim Ontario ("**SO**") or a registered Swimming Club, I, the undersigned \_\_\_\_\_ (name of adult participant)

OR

**FOR MINOR PARTICIPANTS:** \_\_\_\_\_ (name of a parent or legal guardian of a minor participant), acting as \_\_\_\_\_ (parent or legal guardian) of \_\_\_\_\_ (name of minor participant),

hereby acknowledge and agree to the following terms and conditions respecting my/their participation in any Activity.

### **Definitions**

1. "**Activity**" or "**Activities**" means any in-person or virtual activities such as events, training camps, programs, competitions, physical training performed or conducted in Water or outside Water, recognized, organized or sanctioned by SNC or SO or SO's Swimming Clubs.
2. "**Agreement**" means this Acknowledgement and Assumption of Risk.
3. "**Injury or Health-related problem**" means any injury, health-related issue or illness including mental health issues diagnosed by a medical practitioner.
4. "**Members**" means the members listed in Article 2 of SO's bylaws dated September 14, 2019 or Section 2.1 of SNC's bylaws dated July 29, 2019, as revised.
5. "**Minor**" means the minor participant named in the Introduction.
6. "**Organization**" means collectively, SNC, SO, SO's Swimming Clubs and their respective coaches, directors, officers, committee members, members, employees, volunteers, participants, agents and representatives.
7. "**Registrant**" means a participant and all individuals or entities of SNC including those individuals and associations, incorporated or unincorporated, as described in SNC's *national registration policy, procedures and rules manual* who have met the requirements of registration and the registration has been completely processed and registrants or registered participants of SO or a registered Swimming Club.



## ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS FORM (FOR ADULT PARTICIPANT AND MINOR PARTICIPANT)



8. “**Swimming Club**” means a swimming club that is registered with SO or SNC.
9. “**Water**” means any outdoor or indoor pools, artificial or natural water basins used for swimming.

### Description of Risks

10. As a participant, or parent or legal guardian of a Minor participant, in the sport of swimming and the Activities of the Organization, the undersigned agrees to the following terms and conditions.
11. I am, or the Minor is, participating voluntarily in the sport of swimming and the Activities of the Organization. In consideration of my participation, or the Minor’s participation, in the sport of swimming and the Activities of the Organization, I hereby acknowledge that I am aware of and hereby accept the risks, dangers and hazards inherent and associated with or related to the sport of swimming and any Activities of the Organization, including any Injury or Health-related problem, which can be severe and even fatal.

**I AGREE**

12. In particular, these risks, dangers and hazards may include, but are not limited to, an Injury or Health-related problem resulting from:
  - a. Exertion and stretching of various muscle groups or strenuous cardiovascular activity in or out of Water;
  - b. Vigorous physical exertion or physical contact in or out of Water;
  - c. Slips or falls due to uneven, slippery or irregular surfaces, including on the pool deck, in dressing rooms or other facilities or rooms at an aquatic venue and at any physical facilities in and around open Water venues;
  - d. Failure to properly use any piece of swimming related equipment or the mechanical failure of any piece of equipment;
  - e. Concussions or aggravated related symptoms;
  - f. Spinal cord injuries which may result in permanent paralysis;
  - g. Travel to and from training or competitive events and associated non-competitive events which are an integral part of the Organization’s Activities;
  - h. Infectious sources such as COVID-19, as defined by the relevant municipal, provincial or federal health authorities;
  - i. Extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes; and
  - j. Unforeseen events.

**I AGREE**

13. Furthermore, I am aware and acknowledge that:
  - a. That an Injury or Health-related Problem sustained can be severe and even fatal;
  - b. That I or the Minor may experience anxiety during an Activity of the Organization;
  - c. That the risk of Injury or Health-related Problem is reduced if the rules established for participation are followed; and
  - d. That the risk of Injury or Health-related Problem increases with fatigue.

**I AGREE**



**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS FORM  
(FOR ADULT PARTICIPANT AND MINOR PARTICIPANT)**



14. In consideration of the Organization allowing me, or the Minor to participate in Activities, I confirm that I have not been advised by a medical doctor that my or my child's physical condition prevents me or my child from participating in the Organization's Activities.

**I CONFIRM THAT THIS IS TRUE**

**Medical Assistance**

15. In case of an Injury or health-related problem, I authorize the Organization, for myself or the Minor, to obtain all necessary on-site medical assistance for the medical situation, including transportation by ambulance or by other means to a hospital.

**I AGREE**

**Acknowledgement and signature**

I have read this Agreement, and by signing it, I understand that it is binding upon myself, my heirs, executors, administrators and representatives. If this Agreement is signed electronically, I, acknowledge and recognize that the electronic signature constitutes my official signature and that I am the person who completed this Agreement.

**For a Minor participant or registrant**

Name of the Minor: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Name of parent or legal guardian (Print): \_\_\_\_\_

Signature of parent or legal guardian: \_\_\_\_\_

Signed in (City): \_\_\_\_\_ Date: \_\_\_\_\_

**For Adult participant or registrant**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signed in (City): \_\_\_\_\_ Date: \_\_\_\_\_