



WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY FOR PARTICIPATION IN OBSA OR OBSA FACILITATED ACTIVITIES

Whereas the Participant is an active Member in good standing of Ontario Bobsleigh Skeleton Association (“OBSA”) who wishes to participate in OBSA organized, arranged and/or facilitated in-person activities, including training, testing, camp, competition, schools, travel, meetings and/or other event(s) (“OBSA Activities”).

The Participant acknowledges that there are risks, dangers and hazards in the Participant participating in competition and in training, preparing for and travelling to and from such competition which include, but are not limited to: death, serious neck and spinal injuries which may result in complete and partial paralysis, brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the body, and risks to general health and well-being.

The Participant acknowledges that some of these dangers and risks are inherent in the nature of the activities the Participant engages in, while some may arise through the negligence on the part of other persons. The Participant acknowledges that he or she will be undertaking all OBSA Activities at his or her own risk and agrees, to assume all risks associated with, and incidental to, the Participant’s participation in OBSA Activities.

The Participant agrees to indemnify and hold harmless OBSA and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which OBSA may suffer or incur as a result, directly or indirectly as a result of any OBSA Activity undertaken by the Participant.

By signing below, the Participant (named below) understands and acknowledges, the risks, dangers, and hazards which are inherent in participating in the OBSA Activities with or without the presence and/or participation of any OBSA Representatives, and that the Participant is solely responsible for the Participant in all capacities, including any circumstances known, unknown or beyond the control of the BCS, its partners, sponsors, agents, affiliates, directors, employees, officers, service providers, and/or volunteers (together, the “Releasees”); or negligence or omission of the Releasees (collectively, the “Risks”).

The Participant acknowledges that there may be other agreement(s) between the Participant and OBSA and that this Waiver & Release is supplementary to those agreements and in no way modifies and/or nullifies such other agreements, except as expressly set out in this Waiver & Release.

The Participant further acknowledges that it is the Participant’s sole responsibility to meet all the obligations and responsibilities with respect to the OBSA Activities.



In consideration for allowing the Participant to participate in the OBSA Activities the Participant:

1. releases, discharges and forever holds harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from participation in the OBSA Activities;
2. waives any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, damages or losses of any kind that may arise as a result of the Risks, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same; and
3. freely assumes all risks associated with the Risks or anything incidental to the Risks, which may arise as a result of participation in the OBSA Activities.

YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION AND RELEASEES.

I, the Participant, confirm that:

- a. I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me; and
- b. that this waiver and release of liability is valid and in force for all OBSA Activities from the date of signature until the expiry of the term of my Membership expires or terminates.

Print Name: _____
the "Participant"

Date of Birth: _____
(mm/dd/yyyy)

Signature: _____
Participant

Date: _____
(mm/dd/yyyy)

If the Participant is a minor the name and signature of the Participant's parent or guardian is also required:

Parent name: _____

Parent signature: _____

PLEASE RETURN THIS COMPLETED FORM TO: admin@ontariobobsleighskeleton.ca