

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

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

**PLEASE READ CAREFULLY!**

In consideration for granting membership in and for allowing my/our minor child/children/ward(s) to participate in any or all events and related activities of ***Water Ski and Wakeboard Canada and/or its affiliated provincial associations, member clubs and schools***, I/we hereby warrant and agree that:

1. I am/we are the parent(s)/guardian(s) having full legal responsibility for decisions regarding my/our minor child/child/children/ward(s); and
2. I am/we are familiar with, and accept, on behalf of myself/ourselves and my/our minor child/children/ward(s) that there is always the risk of serious injury or death resulting from participation in any organized activity for children and teenagers particularly including those involving towed water sport activities such as water skiing, wakeboarding, barefooting, marathon skiing, disabled skiing and like activities offered as part of the programme of ***Water Ski and Wakeboard Canada and/or its affiliated provincial associations, member clubs and schools***, and with travel to and from such events and activities or in its related out of water activities; and
3. I/we have satisfied myself/ourselves and believe that my/our minor child/children/ward(s) is/are physically, emotionally and mentally able to participate in these programmes, and that his/her/their equipment, if applicable, is appropriate, for his/her/their use in these programmes; and
4. I/we understand, and will instruct my/our minor child/children/ward(s), that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my/our minor child/children/ward(s); and
5. I/we will immediately remove my/our minor child/children/ward(s) from participation, and notify the nearest official, if at any time I/we sense or observe any unusual hazard or unsafe condition or if I/we feel that my/our minor child/children/ward(s) has experienced any deterioration in his/her/their physical, emotional or mental fitness, or that of his/her/their equipment for continued participation in any of the events or programmes.

**I/WE UNDERSTAND AND AGREE, ON BEHALF OF MY/OUR MINOR CHILD/CHILDREN/WARD(S), HIS/HER/THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF/OURSELVES, MY/OUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY/OUR EXECUTION OF THIS DOCUMENT CONSTITUTES:**

1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with participation in any or all of the events and activities of ***Water Ski and Wakeboard Canada and/or its affiliated provincial associations, member clubs and schools*** by my/our minor child/children/ward(s) even if arising from negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of ***Water Ski and Wakeboard Canada, and/or its affiliated provincial associations, member clubs and schools***, any event organizer, event venue and any and all persons associated therewith or participating therein or in transportation to and from such events or activities; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I/we or my/our minor child/children/ward(s) have, or may in the future have, against ***Water Ski and Wakeboard Canada and/or its affiliated provincial associations, member clubs and schools*** and their respective directors, officers, employees, guides, contractors, agents and representatives, advertisers, other participants of all types, sponsors, and their respective directors, officers, employees, guides, contractors, agents and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that my/our minor child/children/ward(s) may suffer, or that his/her/their next of kin may suffer as a result of my/our child's/ward's participation in any

part of, or presence at, the events or activities involved in the activities of the Releasees, or in travel to or from such events or activities, 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 RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.

- 3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my/our minor child/children/ward(s) in the activities of the Releasees; and
- 4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence of the Releasees or otherwise from the activities referred to herein; and
- 5. AN AGREEMENT that this document be governed by the laws, and in the courts of the Province in which the applicable provincial association, club or school conducts its primary business; and
- 6. A CONSENT to the sharing of information contained in this form with the applicable provincial water ski association, the insurance underwriters in connection with coverage, and for other uses in accordance with Water Ski and Wakeboard Canada's Privacy Policy.

**I/WE HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM/WE ARE AWARE THAT BY SIGNING THIS AGREEMENT I AM/WE ARE WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY/OUR MINOR CHILD/CHILDREN/WARD(S), HIS/HER/THEIR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND I/WE MAY HAVE AGAINST THE RELEASEES EITHER INDIVIDUALLY OR COLLECTIVELY.**

**I/WE SIGN THIS DOCUMENT FOR EACH OF MY/OUR MINOR CHILD/CHILDREN OR WARDS AS LISTED BELOW, VOLUNTARILY AND WITHOUT INDUCEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ at \_\_\_\_\_, \_\_\_\_\_, Canada.**

\_\_\_\_\_  
Printed name of Child/children/ward(s) #1      Age

\_\_\_\_\_  
Printed name of Child/children/ward(s) #2      Age

\_\_\_\_\_  
Printed name of Child/children/ward(s) #3      Age

\_\_\_\_\_  
Printed name of Child/children/ward(s) #4      Age

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Printed name of Parent/Guardian

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed name of Witness

**REQUIRED INFORMATION:**

Street:				City	
Prov.:		PC:		Home Tel:	
Bus. Tel:			Email:		
Water sports club, school or camp who asked you to submit this form:					
Discipline (please tick appropriate box):			Barefoot <input type="checkbox"/>	Disabled <input type="checkbox"/>	Hydrofoil <input type="checkbox"/>
			Wakeboard <input type="checkbox"/>	Wakeskate <input type="checkbox"/>	Wakesurf <input type="checkbox"/>