



RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

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

PLEASE READ THIS DOCUMENT CAREFULLY

Initials

By signing this RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (the “**Agreement**”), I, the undersigned, hereby, for myself, my heirs, executors, administrators and assigns, waive and release any and all rights and claims for damages I may have against Speed Skating Canada, British Columbia Speed Skating Association, Organizing Committee, member clubs, Richmond Rockets Speed Skating Club, Richmond Olympic Oval Corporation, City of Richmond, and other organizations and sponsors concerned, their agents, respective officers, directors, elected officials, employees, invitees, consultants, contractors, agents, members, volunteers, successors and assigns, for any and all injuries suffered by me while participating in said activity/at said membership season July 1, 2022 – August 31, 2023.

I, _____, _____,
[Print Name] [Apt. and Street]
_____, _____, _____, _____,
[City] [Province] [Postal Code] [Birth Date: dd/mm/yy]

acknowledge and agree that, in consideration of being permitted to participate in member activities within the season organized, staged and/or operated by the British Columbia Speed Skating Association (doing business as Speed Skating BC hereinafter referred to as “**SSBC**”):

1. **I DO HEREBY RELEASE** SSBC and its directors, officers, employees, sponsors, independent contractors and agents from all liability, and **DO HEREBY WAIVE** as against SSBC and its directors, officers, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in member activities, including any and all liability for all personal injury, harm, death, property damage or other loss resulting from exposure to viruses, bacteria, disease and contagion, including any mutation or variation thereof, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of SSBC or any of their directors, officers, employees, sponsors, independent contractors or agents.



2. I HEREBY ACKNOWLEDGE AND AGREE THAT:

- Speed Skating may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of Speed Skating itself, others which result from human error and negligence on the part of the persons involved in organizing, staging and/or operating the member activities;
- Viruses, bacteria, disease and contagions are present in the environment and that contact may result in significant personal injury, illness and death;
- risks relating to viruses, bacteria, disease and contagions include, but are not limited to: (1) the risk of coming into close contact with individuals or objects that may have Viruses, bacteria, disease and contagions present; (2) the risk of transmitting or contracting Viruses, bacteria, disease and contagions, directly or indirectly, to or from other individuals and objects; and (3) expenses, injuries, illness and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from Viruses, bacteria, disease and contagions, or the treatment of said exposure, including any mutation or variation thereof ;my presence as membership and my participation in member activities carries with it risks of exposure to viruses, bacteria, disease and contagions that cannot be eliminated regardless of the care taken to avoid such risks;
- as a result of the aforesaid risks and hazards, I, as a participant, may suffer serious personal injury, even death, as well as property loss;
- some of the aforesaid risks and hazards are foreseeable, but others are not, including the fact that, at present, the risks associated with certain viruses, bacteria, disease and contagions are not fully understood, and that contact with, or transmission of Viruses, bacteria, disease and contagions may result in risks including but not limited to loss, personal injury, illness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered to be Risks, nevertheless **FREELY AND VOLUNTARILY ASSUME ALL THE AFORESAID RISKS AND HAZARDS**, and that, accordingly, my preparation for, or participation in member activities **SHALL BE ENTIRELY AT MY OWN RISK**;
- I understand that neither SSBC nor any of its directors, officers, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for, or participation in, member activities;
- I have carefully read this Agreement, that I fully understand same, and that I am freely and voluntarily executing same;
- I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against SSBC its directors, officers, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in, or preparing for, member activities, including any and all liability for all personal injury, harm, death, property damage or other loss resulting from viruses, bacteria, disease and contagions, including any mutation or variation thereof, whether or not such loss or injury is caused solely or partly by the negligence of SSBC or any of its directors, officers, employees, sponsors, independent contractors and/or agents;
- I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;
- I clearly understand that SSBC would not permit me to participate in member activities unless I signed this Agreement, that this Agreement applies to member activities whether occurring in the near or distant future, and that I have had the opportunity to contact SSBC to have the terms of this Agreement explained to me by one or more of their representatives; and



- this Agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- this Agreement may be in addition to another agreement I must sign as a condition of participation in member activities and that I am bound by the terms and conditions of both agreements; and
- I agree that I am physically capable of participating in member activities and that I have no pre-existing conditions that would hinder my ability to participate in member activities.

This information is collected under the authority of the Freedom of Information and Protection of Privacy Act. It is required to register you in the competition/activity. Financial information will be used to process payment. Organization of competitions/events/activities requires that names will appear on posted race lists and results print outs. Names/Images of participants may be published on boards, websites, media, newsletters and promotional material. Alternative contact and medical information will only be used in a medical emergency. If you have questions about the collection of or use of this information, contact the British Columbia Speed Skating Association at info@bcspeedskating.ca

Participant Name (Please Print)

Witness Name (Please Print)

Participant Signature

Witness Signature

Date

This Agreement must be completed in full, initialed, dated, signed and witnessed prior to participating in member activities.