***ACKNOWLEDGMENT 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 ACKNOWLEDGMENT AND ASSUMPTION OF RISK AGREEMENT (the “**Agreement**”), I, the undersigned, as the parent or legal guardian of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

[Print Child’s Name] [Apt. and Street]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

[City] [Province] [Postal Code] [Birth Date: dd/mm/yy]

on behalf of myself, and for my child, do hereby, covenant and agree that I will not now, or at any time hereafter, commence, maintain, pursue, continue or assign any action, cause of action, claim, suit, complaint or proceeding of any kind whatsoever against Speed Skating Canada, British Columbia Speed Skating Association, Organizing Committee, member clubs and other organizations and sponsors concerned, their agents, officers, directors or members, for any and all injuries suffered by my child while participating in said activity/at said membership season July 1, 2023 – August 31, 2024.

I, the undersigned, as the parent or legal guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby give my full consent and approval for my child 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**”).

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 preparing, 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 the 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;
  + my child’s presence as membership and their 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, my child, 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;
  + I nevertheless **FREELY AND VOLUNTARILY ASSUME ALL THE AFORESAID RISKS AND HAZARDS**, and that, accordingly, my, and my child’s, preparation for, or participation in member activities **SHALL BE ENTIRELY AT MY OWN RISK**;
  + I understand that neither the SSBC nor any of its directors, officers, employees, sponsors, independent contractors, members, players or agents assume any responsibility whatsoever for my, or my child’s, safety during the course of the preparation for, or participation in, member activities;
  + I have carefully read this Agreement, fully understand same, and acknowledge that I am freely and voluntarily executing this Agreement; **I have been given the opportunity and have been encouraged to seek legal prior to signing this Agreement**;
  + I clearly understand that by signing this Agreement I have covenanted and agreed **NOT TO COMMENCE, MAINTAIN, PURSUE, CONTINUE OR ASSIGN ANY ACTION, CLAIM, SUIT, COMPLAINT OR PROCEEDING OF ANY KIND WHATSOEVER** against the 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, or my child, 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 the SSBC or any of its directors, officers, employees, sponsors, independent contractors and/or agents;
  + I clearly understand that the SSBC would not permit me or my child to participate in membership unless I signed this Agreement, and that this Agreement applies to the member activities and that I have had the opportunity to contact SSBCto have the terms of this Agreement explained to me by one or more of their representatives; and
  + my child is physically capable of participating in member activities and has no pre-existing conditions that would hinder their ability to participate in member activities.

[…] Signature page follows

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

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| Parent and/or legal guardian (Please print) |  | Parent and/or legal guardian Signature |
| Witness Name (Please print) |  | Witness Signature |
| Date |  |  |

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