



Calgary Masters Swim Club Acknowledgement and Waiver

I confirm that I am a member in good standing of the _____, an accredited Masters Swim Club in Canada. As a visitor to the Calgary Masters Swim Club (the Club) and as a condition of my participation in The Club's programs and my access to and use of the Repsol Centre:

Description of Risks

I am aware of and acknowledge that:

1. the risks and hazards associated with or related to the sport of swimming and any such programs, activities and events, including (but not limited to) those risks and hazards listed in the attached Schedule;
2. the risks and hazards can lead to injuries that range from minor to severe, up to and including permanent paralysis and death;
3. in consultation with my physician, I am the best and sole judge of my fitness and my ability to safely participate in any activity and use any facilities and equipment, and it is my responsibility to advise my coach of any medical conditions or circumstances that affect my ability to participate in swimming or other activities;
4. my risk of injury is reduced if I follow all rules established for participation, and I have personal responsibility to take all appropriate care and caution in my activities to avoid or minimize the risk of injury to me and to others, and to monitor and moderate my training to avoid injury or death; and
5. my risk of injury is increased as I become fatigued, or if my physical or mental functioning is impaired by drugs or alcohol.

Disclaimer

I acknowledge that the Club, Swim Alberta, Masters Swimming Canada, Repsol Centre and City of Calgary, and their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, judges, participants, agents and representatives (collectively the "Organizations") are not responsible for any claims, losses, fines, suits, actions, damages, liabilities and expenses of any kind suffered by me during, or as a result of, the sport of swimming or any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Release of Liability

In consideration of my participation in Club programs and activities, I declare and agree:

6. my physical condition has been verified by a medical doctor as appropriate for these activities, within the past twenty-four months;
7. to assume all risks and hazards involved in, arising out of, associated with or related to my participation;
8. to be solely responsible for any injury, loss or damages that I might sustain while participating; and

I release each of the Organizations from all claims, losses, fines, suits, actions, damages, liabilities and expenses of any kind (whether for negligence or otherwise) in connection with loss of life, personal injury, damage to property, or any other loss, damage or injury, whether or not of a nature related to the foregoing, arising from any activity of the Club or any other of the Organizations at any location, including any occurrence upon Repsol Centre premises.

Acknowledgement

I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives. I understand that signing this Acknowledgement and Waiver affects my legal rights and entitlements in the event of any injury or loss.

I have read and agree to abide by the Rules, Regulations and Codes of Conduct established by the Club, by Swim Alberta and Swimming Canada, and to follow all rules established by Repsol Centre for activities on its premises.

Name of Visiting Member (Please Print): _____

Signature: _____

Date: _____

SCHEDULE OF RISKS

The risks and hazards necessarily inherent in Club activities or which otherwise arise from Club activities include, but are not limited to:

1. executing strenuous and demanding physical techniques;
2. vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
3. exerting and stretching various muscle groups;
4. entering the water by either diving or jumping;
5. extended time underwater;
6. spending extended times in chlorinated water including bacterial infections and rashes;
7. close physical proximity with other individuals, including those who may carry contagious diseases;
8. dryland training including weights, running, bands and circuit;
9. falling or colliding with the pool, pool bottom, pool deck, walls, stands, equipment or with other participants;
10. failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
11. contact, colliding, falling or being struck by other participants or equipment; and
12. travel to and from competitive events and associated non-competitive events which are an integral part of the Club's programs, activities and events.