

The Rotation Room

Informed Consent and Assumption of Risk



**FOR PARENTS/GUARDIANS OF ATHLETES 17 YEARS OLD AND YOUNGER
AND ATHLETES 18 YEARS OF AGE OR OLDER**

NOTE: Please read carefully. By signing this document, you will waive certain legal rights, including the right to sue.

The Rotation Room is operated by the Kitchener Waterloo Skating Club.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As an Athlete participating in activities at Kitchener-Waterloo Skating Club (KWSC) including training (on-ice and off-ice including harnessing, use of a spinner), personal training, competition training, conditioning and skill building, events, competitions, and practices (collectively the “Activities”), the undersigned, being the Athlete and the Parent/Guardian of the Athlete (collectively the “Parties”) acknowledge and agree to the following terms:

DISCLAIMER

2. The Organization and its trainers, instructors, agents, and representatives (collectively the “Organization”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Athlete during, or as a result of, the Activities, caused by the risks, dangers and hazards associated with the Activities.

DESCRIPTION OF RISKS

3. Participating in any sport has a certain degree of risk. I understand and acknowledge that there are risks and hazards inherent in the very nature of skating. The Athlete is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) The hazards particular to the Activity(ies) in which I am participating;
- b) Executing strenuous and demanding physical techniques;
- c) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- d) Exerting and stretching various muscle groups;
- e) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- f) Contact, colliding, falling or being struck by other athletes or equipment; and
- g) Spinal cord injuries which may render the Athlete permanently paralyzed.

4. Furthermore, the Parties are aware:

- a) That injuries sustained can be severe;

- b) That the Athlete may experience anxiety while challenging himself or herself during the activities, events
- c) That the Athlete may come into close contact with other athletes;
- d) That the Athlete's risk of injury is reduced if the Athlete follows all rules established for participation;
- e) That the Athlete's risk of injury increases as the Athlete becomes fatigued.

RULES OF PARTICIPATION

The organization has a code of conduct and has the right to hold all athletes to this standard. If a athlete/parent/guardian violates the rules, regulations, directions or code of conduct, the athlete may be asked to leave the activity. This will also result in a waiver of the right to a refund of any part of the program.

PUBLICITY & CONSENT

KWSC may publish my name and/or photograph for the purpose of advertisement and promotion. I am aware that this information may also be used on the organization's websites, social media, or sent to the media. Please email kwsc@kwsc.org if you wish to opt out.

RELEASE OF LIABILITY

In consideration of the Organization allowing the Athlete to participate, the Parties agree: That the Athlete's physical condition has been verified by a medical doctor to participate; To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Activities; To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of the Athlete's participation in the Activities, or from any breach of contract.

ACKNOWLEDGEMENT

1. By accepting the Terms & Conditions, The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, executors, administrators and representatives.