

The committee o/a IRONMAN OUTDOOR CURLING RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY POLICY

The members of the committee o/a IRONMAN OUTDOOR CURLING REQUIRES ALL PARTICIPANTS TO AGREE TO AND ABIDE BY THE TERMS AND CONDITIONS set forth in this Release and Waiver of Liability, Assumption of Risk and Indemnity Policy (the “Waiver and Release Policy”).

1. I ACKNOWLEDGE, AGREE and REPRESENT that I UNDERSTAND the nature of the Event and risks associated with participation in or attendance at the Event including the risk of injury, whether serious or not and possibly death and WARRANT that I am in good health and proper physical fitness to enable participation, including any activities associated with the Event and at any time I believe that any conditions or equipment used during the Event is unsafe, or that I am incapable of continuing, I will immediately discontinue further participation in the Event or activity, or if requested by any representative of the Releases (named below) or by any medical personnel to discontinue participation;

2. I HEREBY ACCEPT and ASSUME ALL RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR ANY LOSSES, COSTS, AND/OR DAMAGES FOR ANY INJURY SUFFERED BY ME OR ANY MINOR UNDER MY CARE OR TO MY PROPERTY BY ANY MEANS AND HOWSOEVER CAUSED EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW, WHILE PARTICIPATING IN THE EVENT OR ACTIVITIES ASSOCIATED WITH THE EVENT, WHETHER A SPECTATOR, COMPETITOR OR OTHERWISE;

3. I understand that it is strongly recommended for all junior curlers (under age 18) to wear protective helmets while on the ice. It is also recommended that all adult curlers should also wear helmets for their protection. I understand that if I choose not to wear helmets while curling I am exposed to a much greater risk of injury.

4. I ACKNOWLEDGE and AGREE that my safety and the safety of any minor (under the age of 18) under my care REMAINS MY SOLE RESPONSIBILITY and WARRANT that I WILL NOT LEAVE A MINOR UNDER MY CARE UNATTENDED AT ANYTIME;

5. I ACKNOWLEDGE and AGREE that by participating in the Event, I consent to the use of my photograph or video, without compensation, in any future publicity carried out by the Ironman Outdoor Curling committee.

6. I understand the risks associated with COVID-19 and will follow all public health guidance provided by Shared Health Manitoba at the time of the event. The individual (or the individual’s parent/guardian) agrees to assume those risks, including but not limited to exposure and being infected. I ACKNOWLEDGE and AGREE to stay home when sick and away from others until my symptoms have improved, I feel well enough to resume normal activities, and are free of fever for around 24 hours without the use of fever-reducing medications.

7. I HEREBY RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE the committee members o/a IRONMAN OUTDOOR CURLING, any municipality, sponsoring organization, or suppliers or their respective administration, directors, agents, officers, officials volunteer, and employees, OR other participants in, any sponsors or advertisers of, or, if applicable, any owners or lessors of premises on which the Event or any of the activities related to the Event takes place, (each considered one of the “RELEASEES” in this Agreement) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT IN RELATION TO presence AT THE EVENT WHETHER AS A PARTICIPANT, SPECTATOR, COMPETITOR OR OTHERWISE AND WHETHER PRIOR TO, DURING OR SUBSEQUENT TO THE EVENT, WHICH IS CAUSED OR ALLEGED TO BE CAUSED IN ANYWAY IN WHOLE OR IN PART, BY THE RELEASEES, INCLUDING ANY NEGLIGENCE ON THE PART OF THE RELEASEES OR OTHERWISE;

8. I for myself, my heirs, executors, administrators, successors and assigns, HEREBY RELEASE WAIVER AND FOREVER DISCHARGE the committee members o/a Ironman Outdoor Curling, Nirvana Waterworks Ltd., Battlefield Equipment Rentals, Redboine Boat Club, Winnipeg Rowing Club, Hope worldwide Canada and the Heart and Stroke Foundation of Canada Inc.(Manitoba), and all other association, sanctioning bodies and sponsoring companies, and all their respective agents, officials, servants, claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death,



injury, loss or damage to my person or property HOWSOEVER CAUSED rising or to arise by reason of my participation in the said event, whether as a spectator, participant, competitor or otherwise, whether prior to, during or subsequent to the event, AND NOTWITHSTANDING that same may have been contributed to, or occasioned by, the negligence of any of the aforesaid. I FURTHER HEREBY UNDERTAKE or HOLD AND SAVE HARMLESS and AGREE TO INDEMNIFY all of the aforesaid from and against any and all liability incurred by any or all of them as a result of, or in any way connected with, my participation in the said event.

BY SUBMITTING THIS ENTRY, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THE ABOVE WAIVER, RELEASE AND INDEMNITY. I WARRANT THAT I AM PHYSICALLY FIT TO PARTICIPATE IN THIS EVENT, IN THE IRONMAN OUTDOOR CURLING BONSPIEL (THE EVENT).

(Parent/Guardian name required if participant is under 18 years): _____

(Parent/Guardian signature required if participant is under 18 years): _____

Signature

Date

Curling Team Name

Please print your name: _____