

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

The members of the committee o/a IRONMAN OUTDOOR CURLING BONSPIEL 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;

COVID-19 Precautions

COVID-19 Common Symptoms named below, as per WHO:

- Fever Dry Cough Tiredness

3. I understand the aforementioned COVID-19 symptoms.

4. I affirm that neither I, nor any member of my household, currently has or has experienced the aforementioned symptoms within the past 14 days. Furthermore, I will immediately inform Ironman Curling and discontinue games if I, or any member of my household, develops any of the aforementioned symptoms.

5. I affirm that neither I, nor any member of my household, has been diagnosed with COVID-19 within the past 14 days. Furthermore, I will immediately inform Ironman Curling and discontinue curling, if I, or any member of my household, is diagnosed with COVID-19.

6. I affirm that neither I, nor any member of my household, has traveled outside of the country or to any city considered to be a "hot spot" for COVID-19 infections within the past 14 days. Furthermore, I will immediately inform Ironman Curling and discontinue games once I, or any member of my household, returns from traveling outside of the country or to any city considered to be a "hot spot" for COVID-19 infections.

7. I understand that the Ironman Curling cannot be held liable for any exposure to the COVID-19 virus caused by any misinformation on this form or the health history provided by each participant.

8. I will comply in attending or participating voluntarily and understands the risks associated with COVID-19. The individual (or the individual's parent/guardian, on behalf of the individual (when applicable)) agrees to assume those risks, including but not limited to exposure and being infected.

Masks

9. I understand that if the Province has made it mandatory for all participants to wear masks and the participant refuses they will be asked to leave the event grounds. It is recommended that all curlers wear masks or face coverings at all times while on site. I understand that if I choose not to wear a mask while curling or on site I am exposed to a much greater risk of COVID 19.

Helmets

10. I understand that is mandatory for all junior curlers (under age 18) to wear protective helmets in all curling games. It is recommended that all curlers wear helmets at all times while on ice. I understand that if I choose not to wear helmets while curling I am exposed to a much greater risk of injury.

11. 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;

12. 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 Bonspiel committee.

13. HEREBY RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE the committee members o/a IRONMAN OUTDOOR CURLING BONSPIEL, 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;

14. I for myself, my heirs, executors, administrators, successors and assigns, HEREBY RELEASE WAIVER AND FOREVER DISCHARGE the committee members o/a The Ironman Outdoor Curling Bonspiel, Nirvana Waterworks, City of Winnipeg, Battlefield Equipment Rentals, Redboine Boat 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: _____