

ONTARIO SPEED SKATING ASSOCIATION
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(To be executed by Participants under the Age of Majority)

WARNING! By signing this document, you will assume certain risks and responsibilities. Please read carefully

Participant's Name: _____

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As a Participant in the sport of speed skating and the orientation, instruction, activities, programs, and services (collectively the "Activities") of the Ontario Speed Skating Association and its Clubs (collectively the "Organization"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the following terms:

Description of Risks

2. The Parties understand and acknowledge that:
- a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; and
 - b) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.
3. The Parties acknowledge while participating on the ice in the Activities the Participant is required to wear a securely-fitting helmet.
4. The Participant 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:
- a) The sport of speed skating;
 - b) The "Speed Cable", a form of equipment which propels the Participant to high speeds;
 - c) Variations in ice surface;
 - d) Falling, tumbling or hitting any ice, boards, mats, ground, surface, concrete, track or other surfaces;
 - e) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - f) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - g) Spinal cord injuries which may render the Participant permanently paralyzed;
 - h) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or to the Participant's general health and well-being;
 - i) Abrasions, sprains, strains, fractures, or dislocations;
 - j) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
 - k) Physical contact with other participants, spectators, equipment, and hazards;
 - l) Not wearing appropriate safety equipment, such a helmet;
 - m) Failure to act safely or within the Participant's ability or within designated areas;
 - n) Equipment failure;
 - o) Negligence of other persons, including other spectators, participants, or employees; and
 - p) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's Activities

We have read and agree to be bound by paragraphs 1-4

Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
- a) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental or physical condition;
 - b) To comply with the rules and regulations for participation in the Activities;
 - c) To comply with the rules of the facility or equipment;
 - d) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately;
 - e) The risks associated with the Activities are increased when the Participant is impaired and the Participant agrees not to participate if impaired in any way;

- f) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity; and
- g) That they are responsible for the choice of the Participant's helmet and the secure fitting of the helmet.

General

- 6. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the province of Ontario, Canada and they further agree that the substantive law of Ontario will apply without regard to conflict of law rules.

Acknowledgement

- 7. 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, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (print)

Signature of Participant

Date of Birth

Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date