

MINOR PARTICIPANT

ASSUMPTION AND ACKNOWLEDGEMENT OF RISK

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.**

PLEASE READ CAREFULLY!

**I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS,
PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY PARTICIPATION
IN THIS EVENT AND SIGNATURE ON THIS DOCUMENT MEANS THAT:**

- 1. I know that there are significant risks, including the risk of serious injury or death, associated with swimming generally, and competitive swimming in particular;**
- 2. I ACKNOWLEDGE AND ACCEPT THESE RISKS AND ALL OTHER RISKS ASSOCIATED WITH PARTICIPATION in this program even if arising from negligence or gross negligence, including any worsening of injuries caused by negligent first aid operations or procedures, of the event organizer, the event venue and any and all persons associated therewith or participating therein;**
- 3. I understand that all applicable rules for participation must be followed and that at all times THE SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME;**
- 4. I will immediately remove myself from participation in the event and notify the nearest official if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I am physically, emotionally or mentally unfit for continued participation in the program;**
- 5. I give a FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may have in the future against SWIM CANADA/SWIM ONTARIO, its directors, officers, employees, guides, and representatives, advertisers, other participants, sponsors, the venue at which the program is held and its directors, officers, employees, guides and representatives (collectively called the "Releasees"), from all liability for any loss, damage, injury or expense that I may suffer as a result of my use of, or my presence at the swimming facilities, due to any cause whatsoever, INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT OR ANY OTHER RELEVANT STATUTES, on the part of the Releasees;**

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT
BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN SUBSTANTIAL
LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.**

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Witness to the Signature of Participant

Signature of Participant

Date