



ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS FORM (FOR ADULT PARTICIPANT AND MINOR PARTICIPANT)

Please read this document carefully

You must confirm your acknowledgment and acceptance of this Assumption of Risks Form before participating in any Activity sanctioned or organized by Swim BC, or Swim BC's registered Swimming Clubs

Introduction

As a participant, or on behalf of a minor participant, in the Activities organized, recognized, or sanctioned by SWIM BC or a registered Swimming Club, you hereby acknowledge and agree to the following terms and conditions respecting your/their participation in any Activity (as defined below):"

_____ (name of adult participant)

OR _____ (name of a parent or legal guardian of a minor participant),

acting as _____ (father, mother or legal guardian)

of _____ (name of minor participant),

hereby acknowledge and agree to the following terms and conditions respecting my/their participation in any Activity.

Definitions

- **"Activity" or "Activities"** means any in-person or virtual activities such as events, training camps, programs, competitions, physical training performed or conducted in Water or outside Water, recognized, organized or sanctioned by SWIM BC, SWIM BC's Members or SWIM BC's Swimming Clubs, as such are defined herein.
- **"Agreement"** means this Acknowledgement and Assumption of Risk.
- **"Injury or Health-related problem"** means any injury, health-related issue or illness including mental health issues.
- **"Members"** means the members listed in Article 3 of SWIM BC's bylaws dated October 12, 2023, as revised from time to time.
- **"Minor"** means the minor participant named in the Introduction.
- **"Organization"** means collectively, SWIM BC, SWIM BC's Swimming Clubs and their respective coaches, directors, officers, committee members, members, employees, volunteers, participants, agents and representatives.
- **"Participant"** means all individuals participating in activities directly or indirectly authorized or sanctioned by the Society as well as all individuals employed by or engaged in activities with the Society including, but not limited to, Registered



Swimmers, other athletes, coaches, convenors, officials, volunteers, committee members, Directors and Officers of the Society, spectators, and the parents/guardians **“Swimming Club”** means a swimming club that is registered with SWIM BC.

- **“Water”** means any outdoor or indoor pools, or any artificial or natural water basins used for swimming.

Description of Risks©

- As a participant, or parent or legal guardian of a Minor participant, in the sport of swimming and the Activities of the Organization, you agree that you are participating voluntarily in the sport of swimming and the Activities of the Organization, and acknowledge that you are aware of and hereby accept the risks, dangers and hazards inherent in and associated with or related to the sport of swimming and any Activities of the Organization, including any Injury or Health-related problem, which can be severe and even fatal.

These risks, dangers and hazards may include, but are not limited to, an Injury or Health-related problem resulting from:

- Exertion and stretching of various muscle groups or strenuous cardiovascular activity in or out of Water;
- Vigorous physical exertion or physical contact in or out of Water;
- Slips or falls due to uneven, slippery or irregular surfaces, including on the pool deck, in dressing rooms or other facilities or rooms at an aquatic venue and at any physical facilities in and around open Water venues;
- Failure to properly use any piece of swimming-related equipment or the mechanical failure of any piece of equipment;
- Concussions or aggravated related symptoms;
- Spinal cord injuries which may result in permanent paralysis or death;
- Travel to and from training or competitive events and associated non-competitive events which are an integral part of the Organization’s Activities;
- Infectious sources such as COVID-19, as defined by the relevant municipal, provincial or federal health authorities;
- Extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes; and
- Unforeseen events.
- Furthermore, you are aware and acknowledge that:
 - an Injury or Health-related Problem sustained can be severe and even fatal;
 - I or the Minor may experience anxiety during an Activity of the Organization;
 - the risk of Injury or Health-related Problem is reduced if the rules established for participation are followed; and
 - the risk of Injury or Health-related Problem increases with fatigue.



- you further confirm that you have not been advised by a medical doctor that your or the Minor's physical condition prevents your or the Minor's safe participation in the Organization's Activities.

Medical Assistance

In case of an Injury or Health-related Problem, you authorize the Organization, for yourself or the Minor, to obtain all necessary on-site medical assistance for the medical situation, including transportation by ambulance or by other means to a hospital.

Acknowledgement

You hereby confirm that you have read and fully understood this Agreement, and further understand that it is binding upon you, your heirs, executors, administrators, and representatives.

For a Minor participant

Name of the Minor: _____ Date of birth: _____

Name of parent or legal guardian (Print): _____

Signature of parent or legal guardian: _____

Signed in (City): _____ Date: _____

For Adult participant

Name: _____

Signature: _____

Signed in (City): _____ Date: _____