

## **ADULT PARTICIPANT**

### **ASSUMPTION AND ACKNOWLEDGMENT 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;** including but not limited to, my physical and emotional preparation and the fitness of my equipment.
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 have experienced any deterioration in my physical, emotional, or mental condition which might render me 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 NEW BRUNSWICK**, 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, INCLUDING ANY COMPOUNDING OR AGGRAVATION OF INJURIES CAUSED BY THE NEGLIGENT FIRST AID OPERATIONS OR PROCEDURES OF THE PROGRAM ORGANIZERS, THE PROGRAM VENUE AND**

ANY PERSON ASSOCIATED THEREWITH OR PARTICIPTING THEREIN; BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT OR ANY OTHER RELEVANT STATUTES, on the part of the Releasees;

6. I AGREE NOT TO SUE the Releasees for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from any participation in the event; and
7. I AGREE TO INDEMNIFY and to SAVE AND HOLD HARMLESS the Releasees, and each of them, from any litigation expense legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on negligence or gross negligence of the Releasees or otherwise.

**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 INDUFCEMENT.**

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**Witness to the Signature of Participant**

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**Signature of Participant**

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**Date**