



## Skaha Lake Ultra Swim Society, Acknowledgement of Risk, Waiver and Release from Liability

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of being permitted by Skaha Lake Ultra Swim Society ("Event Producer") to participate in this event, including related programs or events ("Event"), I understand and acknowledge that by checking the box below or signing below, that I am legally agreeing to the statements in the following Event Registration, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement ("Agreement") and that these statements are being accepted and relied upon by the Released Parties, as defined below. I hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows: I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT. I acknowledge swimming, and/or other portions of this Event are inherently dangerous and are an extreme test of my physical and mental limits that carries with them the potential for serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event, which I elect to enter. I certify that I have not been advised against participation in the Event by any healthcare provider. I have no physical or medical condition that would endanger myself or others if I participate in the Event, or would interfere with my ability to safely participate in the Event.

I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with the Event. I also assume any and all other risks associated

with participating in this Event, including but not limited to the following: falls, dangers of collisions with vehicles, pedestrians, other participants, and fixed objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazard that may be posed by spectators or volunteers; and weather conditions. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined herein. I understand that I will be participating in the Event at my own risk, that I am responsible for the risk of participation in the Event.

I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and motor skills. I assume responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.

I WAIVE, RELEASE, AND FOREVER DISCHARGE Skaha Lake Ultra Swim Society; Canaqua Sports, Okanagan Falls Recreation Commission, Regional District of Okanagan Similkameen, City of Penticton, and event sponsors; event organizers; event promoters; event producers; race directors; event officials; event staff; advertisers; property owners, volunteers, administrators, contractors, vendors, volunteers, all other persons or entities involved with the Event, and all provincial, city, town, county, and other governmental bodies; and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Event or segments of the Event take place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives (individually and collectively, the "Released Parties"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from, or relate to my participation in the Event or my traveling to or from the Event, including my death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and

any Claims for medical or hospital expenses, even if such Claims are caused by the negligent acts, omissions, or the carelessness of the Released Parties.

I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Agreement, my breach or failure to abide by any of the race sanctioning body's competitive rules, Event Producer and Skaha Lake Ultra Swim Society Competition Rules, and information in the athlete information guide, and/or my actions or inactions which cause injury or damage to any other person. I agree to read and abide by the competitive rules adopted by the race sanctioning body, including any drug or doping control rules, Event Producer's and/or Skaha Lake Ultra Swim Society's Competition Rules, including CCES (Canadian Centre for Ethics in Sport) or WADA (World Anti Doping Agency) Drug Testing Requirements included therein, and information in the athlete information guide, as they may be amended from time to time, and all traffic laws. I agree that prior to participating in the Event I will inspect the race course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Race Director.

I hereby consent to receive medical care and treatment that may be deemed advisable in the event of injury, accident or illness to me while participating in the Event by a medical director or any of its agents, employees, volunteers, affiliates and designees, a physician and/or hospital. If necessary, I authorize Event Producer or any of its agents, employees, volunteers, affiliates and designees, any organizer or sponsor of the Event, or any Event volunteer, to consent to such medical care and treatment. I understand that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required, and is given to provide authority and power to render care which the abovementioned may deem advisable in the exercise of their best judgment. I agree to be responsible and assume liability for any and all costs incurred as a result of my participation in the Event, not covered by my insurance, including but not limited to, medical care and treatment, ambulance services, hospital stays, and physician and

pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties from all liability for such costs. I authorize and voluntarily consent to the release and disclosure of my protected health information, health services provided to me, and/or any health related information about me by a physician, emergency personnel, medical team member or any Event Producer employee for the purposes of diagnosing or providing treatment to me, for payment purposes, coordination of care, and for health care operations, including necessary administrative and business functions related to my protected health information, including but not limited to, the release of my protected health information to Event Producer, sanctioning entity, insurance carriers, medical insurance coordinators, other health care providers, parents/guardians, and/or hospitals. I understand there is no expiration for this health information disclosure authorization, I have the right to revoke this authorization, unless action has been taken in reliance on this authorization, and that treatment will not be conditioned upon this authorization.

I acknowledge and agree that Event Producer, in its sole discretion, may delay, modify, or cancel the Event if it believes the conditions on the race day are unsafe. In the event the Event is delayed, modified, or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Event Producer, there shall be no refund of Event Producer's entry fee or any other costs incurred in connection with the Event. I understand that Event Producer reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from the Event. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.

## Photography Release Agreement

I hereby grant to Event Producer and Skaha Lake Ultra Swim Society the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event by Event Producer, its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast,

recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event for any purpose whatsoever. Uses may include but not limited to:

- Engaging registered athletes and interested parties
- Attracting prospective athletes and interested parties
- Enhancing stakeholder relations
- Informing Canadian and international audiences about the activities of Skaha Lake Ultra Swim and Canaqua Sports

In addition, should I wish to have my name, portrait, picture or photograph removed from any Skaha Lake Ultra Swim and Canaqua Sport materials, I am to contact Shelie Best at:

[rdskahalake@gmail.com](mailto:rdskahalake@gmail.com)

I agree that I shall have no claim against Skaha Lake Ultra Swim Society or Canaqua Sports or against anyone accessing or using images from this collection.

I confirm that I have not given anyone the exclusive right to use my name, portrait, picture or photograph.

By submitting my application for entry into this Event, I expressly consent to the personal jurisdiction of the courts located in British Columbia, Canada in any dispute arising related to my application or my participation in this Event. If any provision of this Agreement shall be deemed unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HEREBY AFFIRM THAT I AM NINETEEN (19) YEARS OF AGE, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT. (TYPING YOUR NAME BELOW ACTS AS YOUR SIGNATURE).

\_\_\_\_\_  
ATHLETE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATHLETE NAME (PLEASE PRINT)

\_\_\_\_\_  
DATE OF BIRTH

FOR YOUTH PARTICIPANTS UNDER THE AGE OF 19 BUT OLDER THAN 13 YEARS OF AGE,  
REQUIRE A PARENT OR LEGAL GUARDIAN OF THE ATHLETE NAMED ABOVE TO SIGN BELOW.

## PARENT OR GUARDIAN

A legal guardian who signs this Agreement on behalf of a non adult child (under 19 years of age in British Columbia), incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person and to legally bind Said Person to the Agreement. The legal guardian who signs this Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of this Agreement.

FOR YOUTH PARTICIPANTS UNDER THE AGE OF 19 BUT OLDER THAN 13 YEARS OF AGE I HEREBY AFFIRM THAT I THE PARENT OR LEGAL GUARDIAN OF THE ATHLETE NAMED ABOVE AND BELOW. I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT. NOTE THAT TYPING A NAME BELOW ACTS AS A SIGNATURE.

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ATHLETE'S NAME

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BIRTH DATE

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PARENT/GUARDIAN SIGNATURE

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DATE SIGNED

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PARENT/GUARDIAN NAME (PLEASE PRINT)

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ADDRESS

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PHONE NUMBER