



PLEASE READ CAREFULLY.

By signing this document you will assume certain risks.

In consideration of Biathlon Canada (hereinafter called "**Biathlon Canada**"), my Division (hereinafter called the "**Division**") and my Biathlon Club (hereinafter called the "**Club**") accepting the application of the individual named below (the "**Participant**", "**I**" or "**me**") for membership in the Club and thereby allowing, subject to certain limitations and conditions, my participation at events, competitions and activities run or sanctioned by one or more of Biathlon Canada, the Division or the Club (the "**Activities**"), the Participant and/or the Parent/Guardian of any Participant under the age of 19 (hereinafter called the "**Parties**") agree as follows:

1. DESCRIPTION OF RISKS

The Participant is participating voluntarily in the Activities. In consideration of the Participant's participation in the Activities sanctioned by Biathlon Canada, the Division or the Club, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Activities, and may be exposed to such risks, dangers and hazards. The Parties freely accept and assume all risks, dangers and hazards associated with the Participant's participation in the Activities and the possibility of personal injury, death, property damage or loss resulting therefrom. The risks, dangers and hazards include but are not limited to, injuries from:

- (a) training, whether indoor or outdoor, including skiing, shooting, strength training, running, hiking, and cycling;
- (b) overusing, exerting and stretching various muscle groups and strenuous cardiovascular workouts;
- (c) vigorous physical exertion, exhaustion, rapid movements and quick turns and stops;
- (d) falling to the ground due to slips, trips or uneven, slippery, steep or irregular terrain or surfaces;
- (e) contact, colliding or being struck by skis, ski poles, equipment, trees, other individuals or other fixed objects;
- (f) failing to participate within one's abilities, skill and within designated areas;
- (g) becoming lost or separated from the group or the group becoming split up;
- (h) failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- (i) uneven snow conditions, falling snow or ice, or other adverse or extreme weather conditions which may result in frostbite, hypothermia, snowstorms, sunstroke or lightning strikes;
- (j) encounters with other skiers, obstacles (man made or natural), animals or plants including allergic reactions;
- (k) travel to and from training, competitive events and associated non-competitive events which are an integral part of Activities;
- (l) the use of firearms on the shooting range; and
- (m) other risks normally associated with participation in the Activities.

2. WAIVER AND RELEASE

I hereby for myself, my heirs, executors, administrators and assigns, or my parent or legal guardian if I am under the age of majority in my jurisdiction hereby for me, my heirs, executors, administrators and assigns:

- (a) waive any and all claims that I have or may in the future have against Biathlon Canada, the Division, and the Club, their executive, directors, servants, agents, sponsors, supporters, employees, contractors or volunteers (all of whom are hereafter the "**Releasees**") and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I, or my child or next of kin if applicable, may suffer as a result of my participation, or my child's participation if applicable, in any event, competition or activity run or sanctioned by one or more of the Releasees, due to any cause whatsoever, including **negligence, breach of contract, or breach of any statutory or other duty of care owed on the part of the Releasees and further including failure on the part of the Releasees to safeguard or protect me, or my child if applicable, from the risks, dangers and hazards associated with the Activities as set out above in Section 1;**

- (b) hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities;
- (c) further waive and release any and all recourse which I may now have or may in the future have resulting from any decisions of the Releasees in association with the Activities, including any claims I might have in connection with any cancellation or rescheduling of the Activities for whatever reason; and
- (d) confirm that I, or my parent or legal guardian if I am under the age of majority in my jurisdiction, have read and understood this Agreement prior to signing it. I, or my parent or legal guardian if I am under the age of majority in my jurisdiction, am aware that by signing this Agreement I am waiving certain legal rights that I or my heirs or next of kin may have against the Releasees.

3. DISCLAIMER

In consideration of Biathlon Canada accepting the Participant's application for membership or allowing the Participant to participate in the Activities, the Parties agree that Biathlon Canada, and its respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Participant during, or as a result of, any of the Activities sanctioned by Biathlon Canada, or caused by the risks, dangers and hazards associated with the Activities.

4. ACKNOWLEDGEMENTS

The Participant hereby acknowledges and confirms that:

- (a) they are aware that: (i) injuries sustained may be severe, paralyzing or fatal; (ii) the Participant may experience anxiety or embarrassment while challenging themselves during the activities, events and programs of Biathlon Canada, a Division or a Club; (iii) the risk of injury is reduced if the Participant follows all rules established for participation; and (iv) the risk of injury increases as the Participant becomes fatigued;
- (b) they have been provided sufficient information about the Activities and the associated risks and hazards so that they are aware of the effect of this agreement;
- (c) to possess, store, transport and use a biathlon rifle the Participant must have a valid firearms license issued under the Firearms Act (Canada), and that at all times the undersigned shall comply, and shall ensure that any person in possession of, storing, transporting or using, the biathlon rifle is complying, with applicable law, and the undersigned shall indemnify Biathlon Canada, its members, executives, directors and employees, and former members, executives, directors and employees, and each of their successors and heirs and representatives, from and against any and all liabilities arising, directly or indirectly, from a breach, or failure to comply, with the terms of this acknowledgement;
- (d) the Participant agrees to abide by the rules and regulations imposed by Biathlon Canada, in association with the Activities, and to follow the instructions of the officials during the Activities;
- (e) declare that the Participant's physical condition, to the best of their knowledge, or their parent / legal guardian's knowledge if under the age of majority in their jurisdiction, is adequate to participate safely in the Activities and that no physician or other medically qualified individual has advised the Participant against participating in the Activities. The Participant further acknowledges and agrees that it is their choice whether the Participant will obtain a physical examination prior to participating in the Activities, and the Participant hereby acknowledges and agrees to assume all risks associated with not obtaining such examination, or if they do obtain an examination and are instructed not to participate in the Activities, the Participant hereby assumes all risks associated with the participation of the Participant;
- (f) the Participant, and/or the Participant's parent/legal guardian if the Participant is under the age of majority in their jurisdiction, has read and understood this Agreement, and has executed it voluntarily; and

(g) this Agreement constitutes the entire agreement of Biathlon Canada and the Parties with respect to the subject matter contained herein and supercedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and Biathlon Canada and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

(h) The Parties agree that the Participant will sign this agreement by clicking the check-box below. This agreement is binding on the Parties from the time the Participant clicks the check-box below.

5. PERSONAL INFORMATION

In addition, the Parties hereby:

- (a) authorize Biathlon Canada to collect and use personal information about the Parties which relates in any way to the Activities, including without limitation the publication of photographs in newsletters and promotional materials, and the posting of photographs, videos, articles, rosters, statistics, images and results on the Biathlon Canada websites;
- (b) grant permission to Biathlon Canada to photograph and/or record the Parties image and/or voice, and to use this material to promote Biathlon Canada through any form, and agree that the audio/visual material and copyright will remain the sole property of Biathlon Canada, and waive any claim to remuneration for use of audio/visual materials used for these purposes; and
- (c) [Add the new language re sending emails to the email address provided by the Participant for various purposes]
- (d) understand that they may withdraw such consent at any time by contacting Biathlon Canada at smurphy@biathloncanada.ca. Biathlon Canada will advise the Parties of the implications of such withdrawal.

I, the Participant, have read and understood all of the terms of this Agreement and that I am waiving substantial legal rights (on behalf of myself and on behalf of my heirs, executors, administrators and next-of-kin), including the right to sue Biathlon Canada and the Releasees.

Name: _____

Date: _____

Signature: _____

To be executed by the parent or legal guardian of the Participant if the Participant is under the age of majority in their respective jurisdiction:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Informed Consent and Assumption of Risk Agreement.

Name of Parent/Guardian: _____

Date: _____

Parent/Guardian Signature: _____

All Informed Consent and Assumption of Risk Agreements are to remain with Biathlon Canada for a minimum of three years.

**Biathlon Canada does not sell or distribute your personal information to any other third party not listed herein.*

[This does not deal with the sharing of personal info with the divisions or race organizing committees]