



INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

By signing this document you will waive certain legal rights, including the right to sue.
Please read carefully.

Participant's Name: _____ **Date:** _____

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant participating in the **Kitchener Waterloo International Children's Games**, including training, practices, competition, excursions, accommodations, fundraising and travelling (collectively the "Activities"), the undersigned, being the Participant and the Parent/Guardian of the Participant (collectively the "Parties") acknowledge and agree to the following terms:

DISCLAIMER

2. The Kitchener Waterloo International Children's Games and its trainers, instructors, agents and representatives (collectively the "Kitchener Waterloo International Children's Games") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused by the risks, dangers and hazards associated with the Activities.

___ We have read and agree to be bound by paragraph 1 and 2

DESCRIPTION OF RISKS

3. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) The hazards particular to the Activity(ies) in which I am participating;
- b) Executing strenuous and demanding physical techniques;
- c) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- d) Exerting and stretching various muscle groups;
- e) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- f) Contact, colliding, falling or being struck by other other participants or equipment and;
- g) Spinal cord injuries which may render the Participant permanently paralyzed.
- h) Or any other injuries not expressly set out herein.



4. Furthermore, the Parties are aware:
- a) That injuries sustained can be severe;
 - b) That the participant may experience anxiety while challenging himself or herself during activities, events and programs;
 - c) That the Participant may come into close contact with other participants
 - d) That the Participant's risk of injury is reduced if the Participant follows all rules established for participation; and
 - e) That the Participant's risk of injury increases as the Participant becomes fatigued.

RELEASE OF LIABILITY

5. In consideration of the Kitchener Waterloo International Children's Games allowing the Participant to participate, the parties agree:
- a) That the participant's physical condition has been verified by a medical doctor to participate;
 - b) To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Activities;
 - c) To forever release the Kitchener Waterloo International Children's Games from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant's participation in the Activities, or from any breach of contract.

____ We have read and agree to be bound by paragraphs 3-5

ACKNOWLEDGEMENT

6. a) The Parties acknowledge that they have read this Agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, executors, administrators and representatives.
- b) "I have been advised of my right to obtain independent legal advice with regards to the contents of this Informed Consent and Assumption of Risk Agreement and expressly have no concerns with this consent."

_____ Initial

Printed Name of Participant

Signature of Participant

Date of Birth

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date

