

Assumption of Risk, Waiver and Release Agreement

Participant Name: _____

Participant's Date of Birth: _____ Health Card Number: _____

Please list any medical conditions Swim Safe 306 Inc. should be aware of (ie asthma, allergies, diabetes, epilepsy, etc.): _____

Legal Guardian Name (if participant is under 18 years): _____

This Agreement must be signed by the parent/guardian of the Participant, where the Participant is under the age of eighteen (18) years. This Agreement is a binding legal document and, in consideration and as a condition to the Participant taking swimming lessons through Swim Safe 306 Inc., the Participant or their Legal Guardian hereby acknowledge and agree to the terms that follow.

Lake Lessons: The Participant will be taking swimming lessons at the public beach within the regional park and this will necessarily involve the Participant swimming in lake water. These lessons are offered by Swim Safe 306 Inc.

The Parties understand and acknowledge that the Participant will be participating in the swimming lessons voluntarily, and that these lessons involve inherent risk during participation, including but not limited to: accidents, physical injury, exposure to the COVID-19 virus and other transmittable diseases, exposure to waterborne diseases, loss of life and property damage or loss. The Participant and their Legal Guardian accept and assume all risks, dangers, and hazards, resulting from the Participant's participation in swimming lessons.

The Participant or their Legal Guardian hereby release and agree to indemnify, defend and hold Swim Safe 306 Inc., its affiliates, agents, subsidiaries, directors and officers harmless from any and all liability or loss arising in any way out of the Participant's participation in the swimming lessons. Without limiting the generality of the foregoing provision, the Participant or their Legal Guardian hereby waive, release and forever discharge Swim Safe 306 Inc., its affiliates, agents, subsidiaries, directors and officers of any from any actions, causes of action, complaints, and claims whatsoever that they may have or may in the future have, in relation in any way to the Participant's participation in the swimming lessons.

In the event that any provision of this Agreement is deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement remain in full force and effect. This Agreement shall be interpreted in accordance with the laws of the Province of Saskatchewan. Any dispute arising in relation to the terms of this Agreement will be referred to the courts of the Province of Saskatchewan and the Parties submit to that jurisdiction. This Agreement ensures to the benefit of and is binding upon the Participant and/or their Legal Guardian, Swim Safe 306 Inc., and their respective heirs, executors, administrators, estate trustees, personal or legal representatives, successors and assigns.

It is acknowledged and warranted that _____ is the legal guardian of the Participant, that they have read and understand the terms of this Agreement and that this Agreement is being entered into voluntarily.

Legal Guardian Signature

Date

