



## Acknowledgement of risk and information form – for participants over the age of majority

There is a potential of personal injury and property damage while attending, or participating in any archery activity. Read this waiver carefully. The following waiver of all claims, release from all liability, assumption of risk and other terms of this agreement, are entered into by the signer with, and for the benefit of, the CU Archery Club and Carleton Archery Club, Inc., and their directors, officers, employees, volunteers, coaches, officials, business operators, agents and site property owners or occupiers. (The Occupiers is defined in accordance with the definition contained in the Occupiers Liability legislation applicable to the Province of Ontario.)

- 1. I am aware that there are inherent risks associated with the participation in archery activities. I am aware that those risks include, but are not limited to, the potential for serious personal injury caused by any event or any condition of the facility or equipment where archery is provided/covered by the CU Archery Club and/or Carleton Archery Club, Inc. I understand that the risks are relative to my own state of fitness and health, and to the awareness, care and skill, with which I conduct myself while participating in an archery activity.
- 2. I freely accept and fully assume all responsibilities for all risks and possibilities of personal injury, death, property damage or loss resulting from my participation in an archery activity. I agree that although the CU Archery Club and Carleton Archery Club, Inc. has taken steps to reduce the risks and increase safety at our club, it is not possible for the CU Archery Club and Carleton Archery Club, Inc., to make archers completely safe. I accept the risks and agree to the terms of this waiver even if the CU Archery Club and/or Carleton Archery Club, Inc., is found to be negligent or in breach of any duty of care or any obligation to me in my participation in an archery activity.
- 3. I acknowledge my obligation to immediately inform the nearest club official of the CU Archery Club or Carleton Archery Club, Inc., of any injury that I may suffer during an archery activity or of any unsafe condition that I may witness. Further, I understand as well, that I may be stopped from participating at any time if my behaviour is deemed to be unsafe by an official of the CU Archery Club or Carleton Archery Club, Inc.
- 4. I confirm that I have reached the age of majority in the province of Ontario.
- 5. In addition to consideration given to the CU Archery Club and Carleton Archery Club, Inc. for my participation in an archery event, I and my heirs, next of kin, executors, administrators and assignees and legal representatives agree:
  - a. to waive all claims that I have or may have in the future against the CU Archery Club, Carleton Archery Club, Inc., Carleton University, and all

employees, officers, agents, volunteers or contractors of the above in relation to club archery activities;

- b. to release and forever discharge the CU Archery Club, Carleton Archery • Club, Inc. and all of their employees, officers, agents, volunteers or contractors from all liability for all personal injury, death, property damage, or loss resulting from my participation in archery due to any cause, including but not limited to negligence (failure to use such care as a reasonable, prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error of judgment of CU Archery Club and/or Carleton Archery Club, Inc.; and
- c. to be liable for and to hold harmless and indemnify the CU Archery • Club and Carleton Archery Club, Inc., and all of its employees, officers, agents, volunteers or contractors from all actions, proceedings, claims, damages, costs demands including court costs and costs of a solicitor and own client basic, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in an archery activity.
- 6. I agree that this waiver and all terms contained are governed exclusively by the laws of the Province of Ontario where the archery activity is provided.
- 7. I agree that any action against the club is undertaken in the City of Ottawa, in the Province of Ontario.
- 8. I agree to follow all rules of the CU Archery Club and Carleton Archery Club, Inc., and comply with the constitution, bylaws, policies, and other rules and regulations of both.
- I confirm that I have had sufficient time to read and understand each term in this 9. waiver in its entirety, and have agreed to the terms freely and voluntarily, I understand that this waiver is binding on myself, and my heirs, next of kin, executors, administrators, assignees and legal representatives.

Participant's Name:\_\_\_\_\_ Please print clearly

Archery Ontario/ Archery Canada number:\_\_\_\_\_

Signature: \_\_\_\_\_

Date:\_\_\_\_\_

## Information Management:

The information you provide on this form is subject to the Carleton Archery Club, Inc., privacy and information management policy and will be retained as long as you are active with the club. If you join the club, this information will also be used to populate your member record.

The information you provide will be retained by the corporation for the longer of six years from when you provide the information or six years from when you cease to be active with the club.