ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS FORM
(FOR ADULT PARTICIPANT AND MINOR PARTICIPANT)
2026-2027 Season

WARNING: PLEASE READ CAREFULLY
THIS FORM REQUIRES YOU TO ASSUME THE RESPONSIBILITY OF CERTAIN RISKS OF INJURY AND OTHER HEALTH-RELATED PROBLEMS DUE TO PARTICIPATION IN SWIMMING ACTIVITIES. DOING SO IMPACTS YOUR LEGAL RIGHTS. YOU MUST READ THIS ENTIRE FORM CAREFULLY.

This acknowledgment and assumption of risks form has to be signed before participating in any Activity sanctioned or organized by Swimming Natation Canada, Swim Ontario, or Swim Ontario's registered Swimming Clubs

As a participant, or a parent/legal guardian on behalf of a minor participant, in the Activities organized, recognized or sanctioned by Swimming Natation Canada ("**SNC**"), Swim Ontario (**"SO"**) or a registered Swimming Club, I hereby acknowledge and agree to the following terms and conditions respecting my/their participation in any Activity as defined below.

Introduction

FOR ADULT PARTICIPANTS: As a participant, or a parent/legal guardian on behalf of a minor participant, in the Activities organized, recognized or sanctioned by SNC, SO, or a registered Swimming Club, I, the undersigned _____(name of adult participant)

OR

FOR MINOR PARTICIPANTS _____(name of a parent or legal guardian of a minor participant), acting as _____(parent or legal guardian) of _____(name of minor participant),

hereby acknowledge and agree to the following terms and conditions respecting my/their participation in any Activity.

Definitions

1. **"Activity"** or **"Activities"** means any in-person or virtual activities such as events, training camps, programs, competitions, physical training performed or conducted in Water or outside Water, recognized, organized or sanctioned by SNC or SO or SO's Swimming Clubs.
2. **"Agreement"** means this Acknowledgement and Assumption of Risk.
3. **"Injury or Health-related problem"** means any injury, health-related issue or illness including mental health issues.
4. **"Members"** means the members listed in Article 2 of SO's bylaws dated September 18, 2024 or Section 2.1 of SNC's bylaws dated July 29, 2019, as revised from time to time.
5. **"Minor"** means any participant who is under the age of majority in Ontario.
6. **"Organization"** means collectively, SNC, SO, SO's Swimming Clubs and their respective coaches, directors, officers, committee members, members, employees, volunteers, participants, agents and representatives.
7. **"Registrant"** means a participant and all individuals or entities of SNC including those individuals and associations, incorporated or unincorporated, as described in SNC's National Registration Policy, Procedures and Rules Manual who have met the requirements of registration and whose registration has been completely processed and registrants or registered participants of SO or a registered Swimming Club.

8. **"Swimming Club"** means a swimming club that is registered with SO or SNC.
9. **"Water"** means any outdoor or indoor pools, or any artificial or natural water basins used for swimming.

Description of Risks

10. As a participant, or parent/legal guardian of a Minor participant, in the sport of swimming and the Activities of the Organization, the undersigned agrees to the following terms and conditions:

11. I am, or the Minor is, participating voluntarily in the sport of swimming and the Activities of the Organization. In consideration of my participation, or the Minor's participation, in the sport of swimming and the Activities of the Organization, I hereby acknowledge that I am aware of and hereby accept the risks, dangers and hazards inherent and associated with or related to the sport of swimming and any Activities of the Organization, including any Injury or Health-related problem, which can be severe and even fatal.

☐ I AGREE

12. These risks, dangers and hazards may include, but are not limited to, an Injury or Health-related problem resulting from:
    a. Exertion and stretching of various muscle groups or strenuous cardiovascular activity in or out of Water;
    b. Vigorous physical exertion or physical contact in or out of Water;
    c. Slips or falls due to uneven, slippery or irregular surfaces, including on the pool deck, in dressing rooms or other facilities or rooms at an aquatic venue and at any physical facilities in and around open Water venues;
    d. Failure to properly use any piece of Activity-related equipment or the mechanical failure of any piece of equipment;
    e. Concussions or aggravated related symptoms;
    f. Spinal cord injuries which may result in permanent paralysis or death;
    g. Travel to and from training or competitive events and associated non-competitive events which are an integral part of the Organization's Activities;
    h. Infectious sources such as COVID-19, as defined by the relevant municipal, provincial or federal health authorities;
    i. Extreme weather conditions which may result in heatstroke, sunstroke, hypothermia, or lightning strikes; and
    j. Unforeseen events.

☐ I AGREE

13. Furthermore, I am aware and acknowledge that:
    a. An Injury or Health-related Problem sustained can be severe and even fatal;
    b. I or the Minor may experience anxiety during an Activity of the Organization;
    c. the risk of Injury or Heath-related Problem is reduced if the rules established for participation are followed; and
    d. the risk of Injury or Health-related Problem increases with fatigue.

☐ I AGREE

14. In consideration of the Organization allowing me, or the Minor to participate in Activities, I confirm and warrant that I have **not been advised by a medical doctor** that my or the Minor's physical condition prevents me or the Minor from participating in the Organization's Activities.

☐ I CONFIRM THAT THIS IS TRUE

Medical Assistance

15. In case of an Injury or health-related problem, I authorize the Organization, for myself or the Minor, to obtain all necessary on-site medical assistance for the medical situation, including transportation by ambulance or by other means to a hospital.

☐ I AGREE

Acknowledgement and signature

I have read this Agreement, and by signing it, I understand that it is binding upon myself, my heirs, executors, administrators and representatives. If this Agreement is signed electronically, I, acknowledge and recognize that the electronic signature constitutes my official signature and that I am the person who completed this Agreement.

For a Minor participant or registrant

Name of the Minor:_____ Date of birth: _____

Name of parent or legal guardian (Print):_____

Signature of parent or legal guardian:_____

Signed in (City):_____ Date:_____

For Adult participant or registrant

Name: _____

Signature: _____

Signed in (City):_____ Date:_____