



# Five Winds Backcountry Ski Club

Discover the Muskoka Wilderness

## Use of Waivers Policy

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Revised:

The following document defines the use of waivers for all Five Winds Backcountry Ski Club (hereinafter call the Club) sanctioned events. The actual insurance term is Informed Consent and Assumption of Risk Agreement (hereinafter called the waiver).

- This waiver must be completed accurately and fully by the Club's members and guest to comply with the Club's insurance provider to protect the Club's executive and outing leaders. This waiver must be completed by club members as part of the club membership registration process. It is a condition of membership in the Club and a condition of participation in all Club run or sanctioned events, or activities that the waiver is completed accurately and fully complied with.
- If the member is under the age of 18 years old, a parent or guardian must sign the waiver.
- All Non-Club members must sign the waiver when they are participating in a club-organized event.
- Exceptions would be urban social/information events held at restaurants or public libraries where we are covered by the establishments primary insurance policies.

Waivers can be obtained in two ways;

- During annual membership payment, new and existing members receive a confirmation of their membership application with the waiver attached. They are asked to sign combined membership and submit back to Memberships.
- During any outing event guest(s) are required to sign the waiver.

If leaders are not sure if a participant is a current member they can;

- Confirm that a member participant is in good standing, Login to the website. Go to **Members Only > Members Directory**. An indication of a waiver being signed for the current and/or upcoming season is included beside the member's name.
- Or, have them sign the waiver form.
- Or contact the membership director to confirm their membership is current if there is time.
- If you are not sure a recurring guest has sign.

**All Waivers are to remain with the Club Executive for a minimum of three (3) years. Forward completed waiver forms to the Club's acting membership director**

Waiver



Informed Consent  
and Assumption of Ris



# Five Winds Backcountry Ski Club

## Discover the Muskoka Wilderness

### Informed Consent and Assumption of Risk Agreement

1. This is a binding legal agreement. As a Participant in the sport of cross-country skiing and the programs, activities and events of **Cross Country Canada and Canadian Snowsports Association** (hereinafter called CCC/CSA), and **Five Winds Backcountry Ski Club** (hereinafter called **Club**) which include without limitation cross-country skiing competitions, camps, clinics, and related activities such as roller-skiing, road cycling, running and hiking (hereinafter called the **Activities**), the Participant and/or the Parent/Guardian of the Participant (hereinafter called the **Parties**), acknowledge and agree to the following terms:

#### Description of Risks

2. The Participant is participating voluntarily in the **Activities**. In consideration of the Participant's participation in the **Activities** sanctioned by one or more of CCC/CSA, 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 risks, dangers and hazards include, but are not limited to, injuries from:

- a) training whether indoor or outdoor including strength training, running, hiking, and cycling;
- b) overusing, exerting and stretching various muscle groups and strenuous cardiovascular workouts;
- c) vigorous physical exertion, rapid movements and quick turns and stops;
- d) falling to the ground due to slips, trips or uneven, slippery 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) extreme weather conditions which may result in frostbite, hypothermia, snowstorms, sunstroke or lightning strikes;
- j) encounters with 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**; and
- l) other risks normally associated with participation in the **Activities**.

#### Club Rules:

3. The Parties hereby agree to abide by the Rules and Regulations imposed by the **Club**, including but not limited to,

- a) Understand that my volunteer group leader are not formally trained or certified;
- b) To accept the decision of my volunteer group leader, or in his/her absence, any other group leader for the day, as final.
- c) To stay with the group to which I am assigned. I understand that this means keeping one member of the group in clear sight at all times.
- d) To bring appropriate ski equipment, food, drink, clothing, map, compass and whistle in order to participate in an active, full day in winter conditions (see Club guidelines and equipment)

#### 4. Furthermore, the Parties are aware:

- a) that injuries sustained may be severe, paralyzing or fatal;
- b) that the Participant may experience anxiety or embarrassment while challenging themselves during the activities, events and programs of CCC/CSA and the **Club**;
- c) that the risk of injury is reduced if the Participant follows all rules established for participation; and
- d) that the risk of injury increases as the Participant becomes fatigued.

#### Disclaimer

5. In consideration of CCC/CSA and the **Club** accepting the Participant's application for membership in the **Club** or allowing the Participant to participate, the **Parties** agree that CCC/CSA, and the **Club** 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 one or more of CCC/CSA and the **Club**, caused by the risks, dangers and hazards associated with the **Activities**.

#### Acknowledgement

6. The **Parties** confirm that:

- a) the Participant's physical condition is sufficient to allow participation in the sport of cross-country skiing and the activities, events and programs of CCC/CSA and the **Club**;
- b) they have been provided sufficient information about **Activities** and the associated risks and hazards so that they are aware of the effect of this agreement;
- c) the Participant agrees to abide by the Rules and Regulations imposed by CCC/CSA and the **Club**, in association with the **Activities**, and to follow the instructions of the officials during the **Activities**; and
- d) they have read this agreement understand it, have executed this agreement voluntarily, and that this agreement is to be binding upon the **Parties**, their heirs, executors, administrators and representatives.

6. In addition, the **Parties**:

- a) authorize CCC/CSA and the **Club** 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 CCC/CSA and the **Club** websites;
- b) grant permission to CCC/CSA and the **Club** to photograph and/or record the **Parties** image and/or voice, and to use this material to promote CCC/CSA and the **Club** through any form of and agree that the audio/visual material and copyright will remain the sole property of CCC/CSA and the **Club** and waive any claim to remuneration for use of audio/visual materials used for these purposes; and
- c) understand that they may withdraw such consent at any time by contacting Cross Country Canada at 403-678-6791.

Cross Country Canada will advise the implications of such withdrawal.

**\*We do not sell or distribute your personal information to any other third party not listed herein.\***

*I, the Participant and/or Parent/Guardian, have read and agree to be bound by this agreement and by signing this document you will assume certain risks.*

Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

*If Member/Participant is under 19 years of age, parent or legal guardian MUST sign below:*

Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_