ATLS USE

LAST NAME

CAP #

Blue Seventy Open Water Swim Clinics
Waiver and Consent 2014

This Waiver is an important document. ***By signing it you are affecting your legal rights.*** Please read this Waiver carefully and understand it before signing.

I plan to take part in the Blue Seventy Open Water Swim Clinics at Gyro Beach in Kelowna BC. The Across the Lake Swim Society (the "Society") plans to organize the Blue Seventy Open Water Swim Clinics. The clinics start on June 7, 2014 and end July 12, 2014. I may or may not attend all clinics but this waiver will be in effect for all clinics.

In consideration for being permitted to participate in the Blue Seventy Open Water Swim Clinics, I bind myself, my executors, administrators, heirs, next of kin, successors and any other person who may claim or sue on my behalf, to acknowledge, agree, certify, represent, assign, release, waive, and discharge according to the following for all clinics that I attend:

Acknowledgments

1. I acknowledge that participating in swim competitions, including the Blue Seventy Open Water Swim Clinics (BSOWSC) is a test of physical and mental ability and carries the potential for serious personal injury, death, and property loss.
2. I acknowledge that there are risks associated with participating in the BSOWSC (the "Risks").\
3. I acknowledge that the Risks may result in death or serious personal injury.
4. The Risks include but are not limited to the following:
    a. exhaustion;
    b. dehydration;
    c. drowning;
    d. inhalation of water;
    e. collision or contact with individuals;
    f. collision or contact with boats, course markers, obstacles, or other hazards;
    g. effects of the weather conditions including the effects of rain, lightening, temperature, and humidity;
    h. effects of the conditions of the water, including the effects of the temperature of the water;
    i. defects in my personal equipment or equipment or services provided to me by,
        i. the Society,
        ii. any third party;
        iii. any other person, individually, group, club, association, society, company or otherwise that is involved in the organization or administration of the BSOWSC, whether by way of volunteering or otherwise,
        iv. individuals watching the BSOWSC as spectators,
        v. persons participating in the BSOWSC, or
        vi. persons providing medical services for the BSOWSC whether by way of volunteering or otherwise; (the "Affiliates")
    j. hazards created by the acts, omissions, or presence of the Affiliates; and
    k. the negligent acts of the Affiliates.

5. ACKNOWLEDGE, APPRECIATE AND ACCEPT by my own free will all of the risks, and any other risks, hazards, or dangers arising from my participation in the BSOWSC.

Certifications and Representations

6. I certify and represent that I,
    a. am physically fit and have no pre-existing medical conditions;
    b. have reasonably trained to participate in the BSOWSC; and
    c. have not been advised by a qualified health professional against participating in the BSOWSC.

Consents and Authorizations for Medical Matters

7. I consent to receiving basic medical treatment ("Basic Treatment") at any BSOWSC, and at any reasonable location, for the purpose of treating or relieving any injury, illness, or other medical condition that I may suffer during the time that I am,
    a. participating in the BSOWSC;
    b. at the location of the BSOWSC, whether or not I am participating in the BSOWSC; and
    c. traveling to or from the BSOWSC (the "Treatment Period")
8. Basic Treatment includes the following:
    a. first aid;
    b. emergency treatment;
    c. CPR; and
    d. other treatment including physiotherapy and massage therapy.
9. I authorize any medical expert ("Medical Expert") to perform any other medical treatment ("Medical Treatment") on me for the purpose of treating or relieving any injury, illness, or other medical condition that I may suffer during the Treatment Period.
10. A Medical Expert is any of the following:
    a. a licensed medical practitioner;
    b. a paramedic;
    c. a hospital;
    d. a first aid attendant;
    e. a lifeguard; or
    f. any other medical or health-care facility.
11. Medical Treatment includes any Basic Treatment and any other treatment that a Medical Expert determines is appropriate in order to treat or relieve any injury, illness, or other medical condition that I may suffer during the Treatment Period.
12. I acknowledge the possibility and ASSUME THE RISKS associated with complications and unforeseen consequences resulting from Basic Treatment, Medical Treatment and any other medical procedure that I may receive.
13. I acknowledge that no warranty is made as to the results of any Basic Treatment, Medical Treatment or any other medical procedure that I may receive.

Waiver and Release

14. I ASSUME by my own free will all of the Risks, and any other risks, hazards, or dangers arising from my participation in the BSOWSC.
15. I WAIVE, RELEASE, AND DISCHARGE the Society from any and all law suits, claims, losses, and liabilities arising from,
    a. the Risks;
    b. any other risks, hazards, or dangers arising from my,
        i. participation in the BSOWSC;
        ii. presence at the location of the BSOWSC, whether or not I am participating in the BSOWSC; and
        iii. travels to and from the BSOWSC.
16. I WAIVE, RELEASE, AND DISCHARGE the Society from any and all law suits, claims and liabilities arising from losses that include but are not limited to the following:
    a. Death;
    b. personal injury;
    c. partial or permanent disability;
    d. property damage;
    e. medical or hospital bills;
    f. theft or damage of any kind; and
    g. economic loss.
17. I AGREE not to sue or claim against the Society for any of the law suits, claims, losses, and liabilities that I have accepted, waived, released or discharged in this Waiver.
18. I INDEMNIFY AND HOLD HARMLESS the Society, City of Kelowna, Interior Savings Credit Union and Blue Seventy from any and all claims made by me or liabilities assessed against the Society as a result of,
    a. my actions, inaction or negligence;
    b. the actions, inaction or negligence of all others including the Affiliates;
    c. all of the Risks, and any other risks, hazards, dangers, or causes arising from my,
        i. participation in the BSOWSC;
        ii. presence at the location of the BSOWSC, whether or not I am participating in the BSOWSC; and
        iii. travels to and from the BSOWSC.
19. By signing this Waiver, I bind myself, my executors, administrators, heirs, next of kin, successors and assigns and any other person who may claim or sue on my behalf.

Conditions

20. It is a condition of my entry to and my participation in the BSOWSC that I READ AND SIGN this Waiver.

Miscellaneous

21. I AGREE to abide by the competition rules, as they may be amended from time to time, and
22. The courts of the Province of British Columbia have jurisdiction to entertain any complaint, demand, claim or cause of action whether based upon alleged breach of contract or alleged negligence between myself and the Society.
23. I hereby agree that if I commence any legal proceedings against the Society, I will commence such legal proceedings in the Province of British Columbia and only in the Province of British Columbia and I hereby submit to the jurisdiction of the courts of the Province of British Columbia.

This Section is for ADULTS (19 years and older)

I CONFIRM THAT I AM TODAY NINETEEN (19) YEARS OF AGE OR OLDER, HAVE AGREED TO ENTER INTO THE BSOWSC AND SIGN THIS DOCUMENT OF MY OWN FREE WILL AND DESIRE; AND I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS.

SIGNATURE: _____ PRINT NAME: _____ DATE: _____

This Section is for MINORS (under 19 years of age)

I am the parent or legal guardian of the minor named in this Waiver (the "Minor"). I acknowledge that I have executed this waiver for and on behalf of the Minor. And I bind myself and the Minor in relation to all the matters referred to in this Waiver.

MINOR'S NAME:_____ PARENT/GUARDIAN NAME: _____

SIGNATURE of PARENT/GUARDIAN:_____ DATE: _____

IMPORTANT! EMERGENCY CONTACT:	Phone 1: ( )
Name:	Phone 2: ( )

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