



**Fresh Air Open Water Swim Clinics**  
**Waiver and Consent 2024**

ACROSS THE LAKE SWIM USE

LAST NAME
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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 Fresh Air Open Water Swim Clinics at Boyce-Gyro Beach in Kelowna BC. The clinics start on June 15, 2024 and end on July 13, 2024 . 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 Fresh Air 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 Fresh Air Open Water Swim Clinics (FAOWSC) 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 FAOWSC (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 FAOWSC, whether by way of volunteering or otherwise,
    - iv. individuals watching the FAOWSC as spectators,
    - v. persons participating in the FAOWSC, or
    - vi. persons providing medical services for the FAOWSC whether by way of volunteering or otherwise; (the "Affiliates")
  - a. hazards created by the acts, omissions, or presence of the Affiliates; and
  - b. 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 FAOWSC.

**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 FAOWSC.

**Consents and Authorizations for Medical Matters**

7. I consent to receiving basic medical treatment ("Basic Treatment") at any FAOWSC, 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 FAOWSC;
  - b. at the location of the FAOWSC, whether or not I am participating in the FAOWSC; and
  - c. traveling to or from the FAOWSC (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 FAOWSC.
15. I WAIVE, RELEASE, AND DISCHARGE the Society from any and all law suits, claims, losses, and liabilities arising from,

