

ORIENTEERING CANADA
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR THOSE 18 YEARS OF AGE AND OLDER)

WARNING!

By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.

This is a binding legal agreement. As a Participant in the programs, activities and events of Orienteering Canada, its affiliated Provincial Associations and/or Clubs, the undersigned acknowledges and agrees to the following terms:

Disclaimer

1. Orienteering Canada, its affiliated Provincial Associations and/or Clubs, their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, referees, participants, agents, owner's/operator's of facilities, and representatives (collectively the "**Association**") are not responsible for any injury, damage or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the **Association**.

Description of Risks

2. In consideration of my participation in the programs, activities and events of the Association, which include without limitation, orienteering competitions, training sessions, camps, clinics of all kinds, and related sessions such as Mountain Bike O, Cross-country ski O, and regaining (hereinafter called **the Activities**), I hereby acknowledge that I am aware of the risks and hazards associated with or related to any such **Activities**. The inherent risks and hazards include, but are not limited to:
 - a) Bodily injuries due to landscape terrain which could result in sprains, cuts, abrasions, dislocations, breaks, impalements, and contusions;
 - b) Terrain hazards may lead to collisions with trees, rocks, fences, ruins, bridges and man-made objects;
 - c) Other incidents which may include falling down cliffs, slopes, gullies, ditches, pits, depressions and possibly being caught in watercourse hazards of streams, rivers, ponds and lakes;
 - d) Unstable or violent weather – rain, sleet, hail, snow, which may cause unstable surfaces/footing and/or hypothermia;
 - e) Excessive hot or humid weather which may cause heat stroke, heat exhaustion, and/or disorientation (thereby getting lost on the map);
 - f) Encounters with aggressive wildlife such as bears, coyotes, dogs, elk, deer, moose, snakes or wasps, which could result in injury or encounters with plants producing allergic reactions;
 - g) Travel to and from competitive events, trainings and other associated non-competitive events;
 - h) Remoteness of the location with poor communications and possible inability of rescue services or medical assistance to come easily or quickly;
 - i) Other risks normally associated with participation in orienteering activities.
3. Furthermore, I am aware:
 - a) That injuries sustained can be severe;
 - b) That I may experience anxiety while challenging myself during the activities, events and programs;
 - c) That my risk of injury is reduced if I follow all rules established for participation, including the General Guidelines for Orienteering that have been established by Orienteering Canada which are attached as Appendix "A"; and
 - d) That my risk of injury increases as I become fatigued.

Release of Liability

4. In consideration of the **Association** allowing me to participate, I agree:
 - a) That my physical condition has been verified by a medical doctor within the past twelve months;
 - b) To accept the responsibility for inspecting the applicable area, course or field on which I am orienteering in connection with the Association's activities and satisfying myself as to its safety.
 - c) To assume all risks arising out of, associated with or related to my participation;
 - d) To be solely responsible for any injury, loss or damage that I might sustain while participating; and
 - e) To release, waive and forever discharge the Association from liability for any and all claims, demands, actions, damages and costs that might arise out of my participating, even though such risks, injuries, loss, death, damage, claims, demands, actions or costs may have been caused by the negligence of the Association.

I have read and agree to be bound by Paragraphs 1-4

Acknowledgement and Consent

- 5. I acknowledge that I have read, understand and agree to be bound by the attached Appendix “A” – General Guidelines for Personal Safety in Orienteering.
- 6. I acknowledge that my personal information of name, age, email and address may be given to the associated Provincial Association and Orienteering Canada (summary information only) for use in their secure database for the sole purpose of keeping track of registration fees at the Provincial and National levels. This information will **not** be given to any other organization.
- 7. I acknowledge that I have read this waiver and consent agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.
 I have read and agree to be bound by Paragraphs 5-7
- 8. I consent to the following:
 - (i) The non-commercial use of photographs, videos, recordings taken during **Activities**; and
 - (ii) The disclosure of event results: on Orienteering websites, promotional materials and newsletters. *I consent and agree to be bound by Paragraph 8*
- 9. By typing/printing your name and the date below and clicking/checking the “I Agree” icon, you agree that you are to be bound by all that is contained in this Waiver and Legal Agreement even if you have not read the agreement.

Name of Participant

Signature of Participant

Date