

THE ROCKY ISLAND MASTERS

SWIM CLUB

MEMBERSHIP APPLICATION

Name _____ preferred e-mail Address _____

Street Address _____ City/Town _____

Postal Code _____ Telephone Numbers _____ / _____

Date of Birth _____ Age (as of 1 January 2010) _____ Sex _____

It is the responsibility of members to update their contact information by e-mailing rockswim@gmail.com.

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of being permitted to participate in swimming and associated athletic programs, races or activities organized, operated, sanctioned, advertised, supported or run by The Rocky Island Masters Swim Club (hereinafter called the "Club"), **I HEREBY:**

1. **ACKNOWLEDGE**, understand and agree that:
 - (a) swimming and associated athletic activities expose participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others of which result from human error or negligence on the part of other persons involved in preparing, organizing and staging swim programs, races and other athletic activities;
 - (b) as a result of the above-noted risks and hazards, I as a participant, may suffer personal injury, even death, as well as property loss;
 - (c) some of the above-noted risks and hazards are foreseeable but others are not;
 - (d) I nevertheless freely and voluntarily assume all the above-noted risks and hazards and that, accordingly, my preparation for and participation in the programs, races or activities organized, operated or sanctioned by the Club shall be entirely at my own risk;
 - (e) I understand that neither the Club nor any of its members, officers, directors, employees, independent contractors, agents, affiliated clubs, coaches and volunteers (its "Representatives") assume any responsibility whatsoever for my safety during the course of my participation in the programs, races or activities organized, operated or sanctioned by the Club;
 - (f) I have carefully read this release, waiver and assumption of risk agreement, I fully understand same, and I am freely and voluntarily executing same;
 - (g) I understand clearly that by signing this release, waiver and assumption of risk agreement that I will be forever prevented from bringing or commencing any and all claims of liability or recourse, and proceedings or causes of action of any kind or nature whatsoever in respect of any and all personal injuries or property losses which I may suffer or sustain arising out of or in any way connected to or with my participation in the programs, races or activities organized, operated or sanctioned by the Club, whether or not such a loss or injury is caused solely or partly by the negligence or gross negligence of the Club or its Representatives, against the Club or its Representatives;
 - (h) I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;
 - (i) I understand clearly that the Club would not permit me to participate in the programs, races or activities organized, operated or sanctioned by the Club unless I signed this release, waiver and assumption of risk agreement after having had the time to read it completely and ask such questions as necessary to understand its effect in full, and obtain legal advice if I felt necessary, and that this release, waiver and assumption of risk agreement applies to all the above-noted programs, races or activities whether occurring in the near future or distant future and that the terms of this agreement need not be brought to my attention each time I participate in a program, race or activity organized, operated or sanctioned by the Club in order to be effective;
 - (j) the term "programs, races or activities organized, operated or sanctioned by the Club" as used in this release, waiver and assumption of risk agreement includes, without limited the generality of that term, the any and all swimming and other athletic programs, races or activities organized, operated, sanctioned, advertised or supported by the Club, Masters Swim

Canada, Swim Newfoundland and Labrador, The Works, The Aquarena, the City of St. John's, Memorial University of Newfoundland and Labrador, the Mews Centre or other facility where such programs, races or activities may be organized, operated, sanctioned, advertised, supported and run by the Club, as well as any and all other races, training sessions, clinics, programs and events, that are in any way authorized, sanctioned, organized, operated, advertised or provided by either or all of them; and

- (k) this release, waiver and assumption of liability agreement is binding upon me, my heirs, executors, administrators, personal representatives and assigns.

- 2. **RELEASE** the Club, its members, officers, directors, employees, independent contractors, agents, affiliated clubs, coaches and volunteers from any and all liability, recourse, proceedings, claims and causes of action of any kind whatsoever in respect of any and all personal injuries or property losses which I may suffer or sustain arising out of or in any way connected to or with my participation in the above-noted programs, races or activities organized, operated or sanctioned by the Club notwithstanding that such injuries or property damage may have been caused solely or partly by the negligence or gross negligence of the Club or its Representatives.

- 3. **INDEMNIFY** and hold harmless the Club, its members, officers, directors, employees, independent contractors, agents, affiliated clubs, coaches and volunteers any and all claims of liability or recourse, and proceedings or causes of action of any kind or nature whatsoever in respect of any and all personal injuries or property losses which I may suffer or sustain arising out of or in any way connected to or with my participation in the programs, races or activities organized, operated or sanctioned by the Club, whether or not such a loss or injury is caused solely or partly by the negligence or gross negligence of the Club or its Representatives.

DATED AT the City/Town of _____, in the Province of Newfoundland and Labrador, this ____, day of _____, 2009.

\$60.00 Fee Enclosed

WITNESS

PARTICIPANT

Please complete application and submit registration fee of \$60.00
Cheques should be made payable to: ROCKY ISLAND SWIM CLUB