



## Water Polo Canada — Waiver, Indemnity, Assumption of Risk, and Medical Consent

Free-Trial Program — All Provinces and Territories Excluding Quebec — 2026-2027 Season

### PARTICIPANT INFORMATION

To be completed by the Registrant or, where the Registrant is a Minor, by the Parent/Guardian on the Minor's behalf. All fields below refer to the Participant (Registrant). For phone number and email address, provide the Participant's own if the Minor has one; otherwise, provide the Parent/Guardian's.

Participant's first name: \_\_\_\_\_

Participant's last name: \_\_\_\_\_

Participant's date of birth (YYYY-MM-DD): \_\_\_\_\_

Participant's phone number: \_\_\_\_\_

Participant's email address: \_\_\_\_\_

### PART A — ASSUMPTION OF RISKS, WAIVER, RELEASE OF LIABILITY, AND INDEMNITY

**HOW TO READ THIS PART:** Sections 1 to 3 (Activities, risks, and assumption of risks) apply equally to every Participant, whether adult or a Minor. In sections 4 and 5, each paragraph is marked "ADULT REGISTRANT" or "MINOR" — read and accept only the paragraphs that apply to your situation.

**PLEASE READ CAREFULLY.** Water polo and the activities organized by Water Polo Canada ("WPC"), the Provincial and Territorial Sport Organizations ("PTSOs"), and registered water polo clubs (collectively the "Organization") involve risks of injury that cannot be eliminated. By accepting this Agreement, the Registrant — or, where the Registrant is a Minor, the Parent/Guardian on the Minor's behalf — confirms that they understand and accept those risks.

#### 1. Nature of the Activities

"**Activities**" means all activities related to the Free-Trial Program, including, without limitation, orientation and registration sessions, introductory and learn-to-play sessions, training, practices, tryouts, drills, skills and swim testing, intra-squad games, exhibition games, competitive games at the club and provincial level, league play, tournaments, camps and clinics, dryland and land-based conditioning, officiating and coaching, use of pools, change rooms, pool decks, gymnasiums, and other facilities, and attendance at activities as a spectator, in each case whether or not organized, sanctioned, supervised, or insured by the Organization, together with travel to and from any of those activities, whether organized by the Organization or self-arranged. They take place in pools, training facilities, gymnasiums, and other locations selected by the Organization.

"**Released Parties**" means, collectively: WPC; each Provincial and Territorial Sport Organization; each registered water polo club; the owners, operators, occupiers, and lessors of any facility used for the Activities, including municipalities, school boards, universities, colleges, and private facility operators; the directors, officers, employees, volunteers, coaches, instructors, officials, referees, contractors, agents, and sponsors of each of them; other Registrants and participants; and the successors and assigns of each of the foregoing.

"**Minor**" means a person who has not reached the age of majority in the province or territory where the Activities take place.

#### 2. Risks That Are Inherent to the Activities

The Registrant or, where applicable, the Parent/Guardian acknowledges that the Activities carry risks of physical injury and other harm, including, without limitation:

- a) Drowning, near-drowning, submersion, water aspiration, hypoxia, shallow-water blackout, and hypothermia;
- b) Sprains, strains, fractures, dislocations, concussion and other head and spinal injuries, dental and facial injuries, and cuts and bruises caused by contact with the ball, equipment, the pool structure, or other participants;
- c) Cardiovascular events, heat illness, dehydration, and over-exertion;
- d) Exposure to communicable diseases through close contact, shared equipment, or shared facilities;
- e) Injury caused by the acts or omissions of other Registrants, opponents, officials, or spectators, including conduct that is negligent, reckless, or contrary to the rules of the sport;
- f) Equipment failure, facility conditions, and slips, trips, and falls on pool decks, wet surfaces, stairs, and in change rooms;

- g) Exposure to pool disinfectants, chlorine, chloramines, and other chemical agents used in the treatment or maintenance of aquatic facilities;
- h) Travel to and from Activities, including transport organized by the Organization and self-arranged travel;
- i) Inadequate, negligent, or absent supervision, instruction, coaching, officiating, lifeguarding, or emergency response; and
- j) The negligence of any of the Released Parties, including coaches, instructors, officials, referees, volunteers, facility owners and operators, and other participants.

### **3. Assumption of Risks**

The Registrant or, where applicable, the Parent/Guardian, having read the foregoing, freely and knowingly assumes all risks inherent in or arising out of the Activities, including, without limitation, those described in section 2. The Participant expressly assumes all such risks, whether or not foreseeable, known, or disclosed, and whether or not arising from the negligence of the Released Parties.

The Registrant or, where applicable, the Parent/Guardian confirms that the Participant has received, or will receive before first entering the water, a pre-participation safety briefing covering water entry and exit procedures, depth and shallow-water hazards, breath-holding restrictions, contact rules, and emergency signals, and that the Participant has had a reasonable opportunity to ask questions about the Activities and the risks described in this Agreement. The Registrant or, where applicable, the Parent/Guardian confirms that the Participant can swim and can remain safe in water deeper than the Participant's height, or has advised the Organization in writing that this is not the case.

### **4. Waiver of Liability**

**ADULT REGISTRANT — The following paragraph applies only where the Registrant has reached the age of majority and is accepting this Agreement on their own behalf.**

To the fullest extent permitted by law, the Adult Registrant waives any and all claims they may have, now or in the future, against the Released Parties, and releases the Released Parties from any and all liability in respect of any loss, damage, injury, expense, or cost, whether known or unknown, foreseen or unforeseen, arising out of or in connection with the Adult Registrant's participation in the Activities, whether caused by the negligence of the Released Parties or otherwise. This waiver and release extends to liability for negligence, breach of contract, and breach of any statutory duty of care, including any duty imposed by the Occupiers' Liability Act (Ontario), the Occupiers Liability Act (British Columbia), the Occupiers' Liability Act (Alberta), the Occupiers' Liability Act (Manitoba), the Occupiers' Liability Act (Nova Scotia), the Occupiers' Liability Act (New Brunswick), and the Occupiers' Liability Act (Prince Edward Island), and any comparable legislation, and, in provinces and territories where occupiers' liability is governed by the common law (Newfoundland and Labrador, Saskatchewan, Yukon, Northwest Territories, and Nunavut), to any duty of care owed by an occupier at common law. This waiver and release further extends to any breach of a duty of care owed at common law by any of the Released Parties, whether that duty is owed as an occupier, coach, instructor, official, referee, organizer, supervisor, or in any other capacity, and whether or not that duty is also the subject of legislation in the applicable province or territory. To the fullest extent permitted by law, this waiver and release also extends to gross negligence. The Adult Registrant further covenants not to bring or maintain any action, claim, or proceeding against any of the Released Parties in respect of any matter released under this section.

**MINOR — The following paragraph applies only where the Registrant is a Minor. It is given by the Parent/Guardian in their personal capacity.**

Where the Registrant is a Minor, the Parent/Guardian, on their own behalf, assumes all risks inherent in and reasonably foreseeable from the Minor's participation in the Activities, including those described in section 2 and any other risks arising from the Minor's participation, whether or not caused by the negligence of the Released Parties. The Parent/Guardian, in their personal capacity and to the fullest extent permitted by law, waives all claims they have or may have against the Released Parties arising out of or in connection with the Minor's participation in the Activities and releases the Released Parties in that respect, whether those claims are caused by the negligence of the Released Parties, by breach of contract, by breach of any duty of care, statutory or at common law, described above or otherwise, including, without limitation, any derivative or dependant's claim under the Family Law Act (Ontario), the Family Compensation Act (British Columbia), or comparable legislation of any other province or territory, and any claim for loss of care, guidance, and companionship, loss of income, or out-of-pocket expenses. The Parent/Guardian further covenants not to bring or maintain any action, claim, or proceeding against any of the Released Parties, whether on their own behalf or as litigation guardian or other representative of the Minor. The Parent/Guardian does not purport to waive or release the Minor's own claims; those are addressed only by the indemnity in section 5 and only to the extent permitted by the law of the applicable province or territory.

### **5. Indemnities of the Adult Registrant and the Parent/Guardian**

**MINOR — Indemnity given by the Parent/Guardian in their personal capacity.**

Where the Registrant is a Minor, the Parent/Guardian agrees, personally and on their own behalf, and not on behalf of the Minor, to indemnify, defend, and hold harmless the Released Parties, to the fullest extent permitted by the law of the applicable province or territory, from any claim, demand, action, loss, damage, cost, or expense (including reasonable legal fees) brought by or on behalf of the Minor (including a claim brought after the Minor reaches the age of majority) arising out of or in connection with the Minor's participation in the Activities. This indemnity does not apply to a claim arising from the Parent/Guardian's own negligence or wilful misconduct.

#### **ADULT REGISTRANT — Indemnity given personally by the Adult Registrant.**

To the fullest extent permitted by law, the Adult Registrant agrees to indemnify and hold harmless the Released Parties from any claim, damage, and cost (including legal fees on a full indemnity basis) brought by anyone and arising out of or in connection with their participation in the Activities, including any claim by a family member or dependant (including under the Family Law Act (Ontario), the Family Compensation Act (British Columbia), or comparable legislation), any claim by another participant or third party relating to their acts or omissions, any subrogated claim, and any claim brought in breach of the covenant not to sue, except to the extent the claim results from the gross negligence or intentional fault of a Released Party.

#### **6. Medical disclosure and emergency care**

The Registrant or, where applicable, the Parent/Guardian agrees to disclose any medical condition, allergy, or medication that may affect safe participation, and authorizes the Organization's coaches, designated staff, and qualified emergency responders to provide first aid, arrange transport to a medical facility (including by ambulance), and, where the Registrant is a Minor and the Parent/Guardian cannot be reached in time, consent on the Minor's behalf to medical, surgical, dental, anaesthetic, hospital, or diagnostic treatment that cannot reasonably be delayed without risk to the Minor's health. The Registrant or Parent/Guardian remains responsible for the cost of care, except to the extent covered by provincial health insurance or by insurance provided by the Organization or by a sport federation.

#### **7. Governing law**

This Agreement is governed by the laws of the province or territory where the Activities take place and the federal laws of Canada applicable therein. The Registrant or, where applicable, the Parent/Guardian attorns to the exclusive jurisdiction of the courts of that province or territory.

#### **8. Consumer protection**

Nothing in this Agreement is intended to waive any right that cannot be waived under applicable consumer protection legislation, or to exclude any liability that cannot lawfully be excluded.

#### **9. Severability**

If any provision of this Agreement is found to be unenforceable in a province or territory of Canada, that provision will be a) read down only to the extent necessary to make it enforceable in that province or territory, and b) severed only to the extent of its unenforceability, and the remainder of this Agreement will remain in full force and effect. The unenforceability of a provision in one province or territory does not affect its enforceability in another.

#### **10. Language**

The Participant (or the Parent/Guardian) confirms having had the opportunity to obtain an English version of this Agreement and independent legal or translation advice, and having chosen to sign the French version.

### **SIGNATURE**

By signing below, I confirm that I have read and understood this Agreement, and that I am either (i) the Registrant and have reached the age of majority in my province or territory of residence, accepting this Agreement on my own behalf; or (ii) the Parent/Guardian of the Registrant, the Registrant is a Minor in the Minor's province or territory of residence, and I am accepting this Agreement on the Minor's behalf to the extent permitted by the law of that jurisdiction.

Signature of Adult Registrant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

*OR (where the Registrant is a Minor)*

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Parent/Guardian: \_\_\_\_\_

Name of Minor Registrant: \_\_\_\_\_