



BURLINGTON MASTERS SWIM CLUB INC.

WAIVER / TERMS AND CONDITIONS

PLEASE READ CAREFULLY

YOU WILL WAIVE CERTAIN LEGAL RIGHTS BY AGREEING TO THIS WAIVER, INCLUDING THE RIGHT TO SUE

ASSUMPTION OF RISK

I am aware participation in recreational or competitive swimming involves many risks, dangers, and hazards, which may not be easily identified. Such risks, dangers, and hazards include, but are not limited to, the risk of significant injury or death resulting from drowning, exertion, negligence of others, slippery surfaces, water conditions, and negligence on the part of *Burlington Masters Swim Club Inc.* ("BMSC"), its directors, officers, employees, volunteers, independent contractors, or agents.

I understand that by participating in the BMSC program(s) or event(s) I am registering for by submitting this registration form (collectively, "BMSC Registered Programs"), I may or will be engaging in activities and using equipment or facilities, including, but not limited to, swimming pools, diving blocks, and resistance equipment, that may cause me (or my family) significant injury, loss, damages, and death.

I understand that I am hereby advised and solely responsible to seek medical or other competent healthcare advice with respect to my health and state of physical wellbeing with respect to the risks involved in participating in recreational or competitive swimming and BMSC Registered Programs.

I am aware of the risks, hazards, and dangers, associated with participation in recreational and competitive swimming programs and BMSC Registered Programs, and **I freely and voluntarily agree to assume any and all such risks.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNIFICATION AGREEMENT

In consideration of *Burlington Masters Swim Club Inc.* ("BMSC") accepting my registration or permitting my participation in the BMSC Registered Programs (defined above), **I promise and hereby agree for myself, as well as for my heirs, family, next of kin, executors, administrators, assigns, representatives, and estate to:**

(1) **waive, release, and forever discharge BMSC, its directors, officers, employees, volunteers, independent contractors, agents, successors, representatives, and assigns** from any and all liability for any loss, damage, injury, death, or expense I or my next of kin may suffer either directly or indirectly arising from my participation in any BMSC Registered Programs howsoever caused, including, but not limited to, negligence, breach of contract, or breach of any other statutory or common law duty, including the failure to safeguard, protect, or warn me from or of any risk, danger, or hazard;

(2) **indemnify, save, and hold harmless BMSC, its directors, officers, employees, volunteers, independent contractors, agents, successors, representatives, and assigns** from any action, application, claim, or proceeding, including reasonable costs and attorney fees and settlement costs, arising from my participation in any BMSC program or event; and

(3) **not undertake any action, application, claim, or proceeding** arising from my participation in any BMSC program or event against any person or organization that will result, directly or indirectly, in a(n) action, application, claim, or proceeding against BMSC, any of its directors, officers, employees, volunteers, independent contractors, agents, successors, representatives, or assigns.

WAIVER OF AUDITED FINANCIAL STATEMENTS

I hereby irrevocably waive any and all rights to audited financial statements of *Burlington Masters Swim Club Inc.* ("BMSC") and agree to receive unaudited financial statements at the annual meeting of members. By agreeing to receive unaudited financial statements, you allow BMSC to save accounting costs by not having to hire an independent auditor to review and provide an opinion on the financial statements. These savings are substantial and reflected in the membership fees.

SCHEDULING CHANGES

Burlington Masters Swim Club Inc. ("BMSC") may, without notice, modify or cancel up to twenty-five percent (25%) of the Regular Season Schedule Dates at its discretion to accommodate for scheduling conflicts arising from, but not limited to, City of Burlington facility availability and statutory holiday schedules. Notwithstanding the foregoing, Regular Season Session Dates are subject to cancellation, modification, or location change due to City of Burlington operational shutdowns and other factors beyond BMSC's control. Reasonable efforts will be made to ensure as few cancellations and modifications as possible; however, no refunds will be issued in the event of such cancellations or modifications. BMSC will endeavour to provide notice to members of cancellations, modifications, or location changes if practical by publishing notice of same to BMSC's website and by email. To receive such notice by email, the member must subscribe (opt-in) to receive email updates.

BMSC may modify your selection of either Group A or Group B based on swimming ability, for the purpose of balancing the number of members in each group, or for other operational needs.

PERSONAL INFORMATION CONSENT

Burlington Masters Swim Club Inc. ("BMSC") collects the personal information you provide on this website and uses it along with information related to your membership and registration to provide you membership services, program registration and delivery, and administer BMSC's operations.

BMSC has implemented reasonable precautions to protect your personal information from unauthorized disclosure, including administrative procedures to control the internal use of your personal information and encryption of electronic data containing your personal information where possible.

In limited circumstances, BMSC may disclose your personal information to third parties, including, but not limited to, swimming competition sanctioning organizations such as Masters Swimming Ontario (“MSO”) or Swim Ontario (“SO”) for the purpose of administering your registration with such sanctioning organizations, subject to such sanctioning organization’s privacy policy; swimming competition organizers in relation to your registration in competition events; insurance providers providing coverage to BMSC; professional advisers under a duty to keep the information confidential (e.g., lawyers, accountants, etc.); and directors, officers, employees, volunteers, and independent contractors providing services to or on behalf of BMSC (e.g., coaches, technology service providers, etc.), including service providers located outside of Canada. In the event a service provider is located in the United States of America or another jurisdiction outside of Canada, your personal information may be processed and stored in the United States of America or another jurisdiction outside of Canada and may be accessible to law enforcement and national security authorities located outside of Canada.

BMSC may photograph and video record program participants for coaching, stroke correction, and advertising purposes. You consent to photographs and videos taken of you during participation in BMSC Registered Programs being used for such purposes.

BMSC Inc. membership requires your registration with SO (Swim Ontario), which BMSC will obtain on your behalf in accordance with the above consent.

By submitting your membership application (hardcopy or electronic) or this Waiver / Terms & Conditions document for the purpose of a limited swim period (trial or one-off swim), you agree to such collection, use, and disclosure of your personal information.

For non-electronic registrations or requests for trial or one-off swims, this “Waiver / Terms & Conditions” must be completed and submitted prior to entering the pool.

Agreement to the “Waiver / Terms & Conditions” via electronic registration is made electronically at the time of registration and is a condition of registration.

I, _____ agree.
(Print name)

Signature: _____

Date: _____