

LIABILITY WAIVER

In consideration of the acceptance of my or my child/ward's application for membership in the Athletics Southwest Track and Field Club (ASW), I for myself, my heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ASW and its respective directors, officers, coaches, employees, contractors, representatives and agents (collectively the "Participants") from any and all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property HOWSOEVER CAUSED arising or to arise by reason of my membership with ASW, or my participation in or traveling to or from any ASW training sessions or competitions whether prior to, during or subsequent to any such event AND NOTWITHSTANDING that same may have been contributed to or occasioned by the NEGLIGENCE of any of the Participants. ALSO, I agree to indemnify and save harmless the Participants, their personal representatives, successors and assigns, against and from all actions, damages, claims, demands, costs and expenses which may hereafter be brought or made against them or any of them by or on behalf of myself or my child/ward because of my membership with ASW, or my participation in or traveling to or from any ASW training sessions or competitions whether or not incurred by the negligence of any of the Participants, except to the extent and amount covered by accident or liability insurance or both.

I, the applicant and, if the athlete is under the age of 18, their parent or legal guardian, have read and understand I am expected to abide by the bylaws, rules, policies and procedures of Athletics Canada, Athletics Ontario and Athletics Southwest while representing the Club at all athletic organization activities including, but not exclusive of, training sessions, competitions and volunteer fundraising events.