



RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities

Tickle Swim for Mental Health

(Description of activities, which Participant will engage in)

At: Bell Island to PCSP (or reverse pending weather)

(Location)

I am aware that these activities are very hazardous activities requiring a very high degree of skill, experience and fitness. I am aware this activity, a long distance swim/paddle in the North Atlantic Ocean, is an activity by its very nature that poses a severe threat to my health and life. I am voluntarily participating in these activities with knowledge of the danger involved, and agree to assume any and all risks of bodily injury, death or property damage, whether those risks are known or unknown. While precautions will be undertaken, The Canadian Mental Health Association - NL has not represented to me they are in anyway whatsoever responsible for my safety or well being as I undertake this activity, has drawn my attention to this waiver, and I acknowledge that I do not expect or anticipate any assistance from the Canadian Mental Health Association - NL in completing this activity. I engage in the activity as a wholly independent individual with awareness of the very serious inherent risks.

I verify this statement by placing my initials here: _____

Parent or Guardian's initials (if under 18): _____

I forever release CMHA-NL and any affiliated organization, and their respective directors, officers, employees and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, or sue in connection with any of the matters covered by the foregoing release.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and CMHA-NL and sign it of my own free will.

Participant/Releasor parent or guardian

Signature Date:

Provincial Office 603 Topsail Road, St. John's, NL, A1A2E1

Central Regional Office 16 Pinsent Drive, P.O. Box 542, Grand Falls-Windsor, NL, A2A 2J9

Western Regional Office 157 Minnesota Drive, P.O. Box 17, Stephenville, NL, A2N 2Y7

Visit the CMHA-NL website at www.cmhanl.ca