

PARTICIPANT AGREEMENT AND ASSUMPTION OF RISK AGREEMENT

For participants who are NOT of the age of majority and/or NOT legally competent

1. This is a binding legal agreement. **CLARIFY ANY QUESTIONS OR CONCERNS BEFORE SIGNING. SEEK INDEPENDENT LEGAL ADVICE IF NECESSARY BEFORE SIGNING.**
2. As the legal guardian of a participant in the sport of curling and the activities, programs, classes, services provided and events organized or hosted by **Curling Canada, Curl BC, and Kaslo Curling Club** including but not limited to: games, tournaments, practices, on-ice and off-ice training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientation or instruction sessions, aerobic and anaerobic conditioning programs (collectively the "Curling Activities"), I acknowledge and agree to the following terms on behalf of the participant:

DISCLAIMER

3. **Curling Canada, Curl BC, and Kaslo Curling Club**, their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, agents, sponsors, owners/operators of the facilities in which the Curling Activities take place, and representatives of the owners/operators (collectively the "Organization") are not responsible for any injury, personal injury, damages, property damage, financial loss of any kind or any other loss that the participant may have as a result of participating in the Curling Activities, whether caused by the participant's negligence or the negligence of the Organization, or by any other causes.



Initial **On behalf of the participant, I have read and agree to be bound by paragraphs 1-3.**

DESCRIPTION AND ACKNOWLEDGEMENT OF RISKS

4. I understand, acknowledge, and accept that:
 - a) participation in the Curling Activities has foreseeable and unforeseeable risks, hazards and dangers that no amount of care, caution or expertise can fully eliminate, including without limitation, the potential for serious bodily and/or head injury, permanent disability, paralysis and loss of life (the "Injuries") ;
 - b) the risks of participation in the Curling Activities include, without limitation, Injuries due to:
 - i. moving on a cold, hard, and slippery sheet of ice while participating in the Curling Activities;
 - ii. tripping over curling rocks, hacks, curling brooms and/or other equipment;
 - iii. collisions with other participants and/or their equipment;
 - iv. physical exertion, muscular injury, and/or fatigue;
 - v. inebriation or impairment due to the use of alcohol, marijuana or any other controlled substances, legal or otherwise, before or while participating in the Curling Activities;
 - vi. failure to follow instructions while participating in the Curling Activities;
 - vii. the provision of negligent advice or instructions by the Organization related to participating in the Curling Activities;
 - viii. failure to act with due care, reasonable caution, and attention to the participant's own abilities, and to other participants, equipment, and the environment around me;
 - ix. not wearing a helmet or other head protection while participating in the Curling Activities, although I and the participant are aware of the recommendation to wear a helmet or other head protection while participating in the Curling Activities;
 - x. the Organization's negligence, or otherwise inappropriate, maintenance of the ice surface, curling rocks, hacks, curling brooms, other equipment, and of other areas of the Organization's physical premises.
 - c) COVID-19 has been declared a global pandemic, that it is highly contagious, and the various risks or exposure to, and the transmission of, the COVID-19 virus especially when participating in physical activities indoors with people up to the maximum number allowed under relevant provincial health orders;
 - d) although, the Organization has implemented numerous measures and protocols to reduce the risk of exposure to, and of transmission of, the COVID-19 virus in the Organization, the Organization does not guarantee that the participant will not be exposed to, or be infected with, the COVID-19 virus while in the Organization and/or participating in the Curling Activities; and
 - e) in addition to the Injuries, the risk of participation in the Curling Activities includes potential exposure to and/or infection with, the COVID-19 virus and the effects of exposure and/or transmission;



Initial **On behalf of the participant, I have read and agree to be bound by paragraph 4.**

OTHER TERMS

5. I further acknowledge and agree that:
- a) As the legal guardian of the participant, I am legally able to enter into this agreement on the participant's behalf, and I do so voluntarily;
 - b) I have fully read, and fully understood, the return to play plan of the Organization, including without limitation, all protocols regarding the requirements to be physically distanced, to sanitize hands frequently, to stay home if I am sick, and to complete any health assessments or screenings (the "COVID Protocols") before and during participation in any of the Curling Activities;
 - c) I will ensure that the participant complies with all of the Organization's procedures and protocols, including without limitation, all of the COVID Protocols before and during participation in any of the Curling Activities;
 - d) I will ensure that the participant will exercise due care, reasonable caution, and attention to the participant's own abilities, and to other participants, equipment, and the environment around the participant;
 - e) the participant is physically able to participate in the Curling Activities and I will continually assess the participant's ability to continue participating in the Curling Activities;
 - f) the risks associated with participating in the Curling Activities increase when the participant is impaired and the participant will not participate if the participant is impaired in any way;
 - g) if I observe a significant hazard or risk, I will stop what I am doing and immediately alert a representative of the Organization to the hazard or risk before resuming my participation as appropriate;
 - h) I am responsible for the participant's use or non-use of safety equipment, including without limitation, such as a helmet, and the secure fitting of such safety equipment;
 - i) the participant is participating voluntarily in the Curling Activities and may stop participation in the Curling Activities at any time after this agreement is signed; and
 - j) the Organization may suspend or terminate the participant's membership if the participant does not comply with the expectations, protocols, and practices set out in the Organization's return to play plan and the COVID Protocols.

ASSUMPTION OF RISK

6. In consideration of the Organization allowing the participant to participate in the Curling Activities, on behalf of the participant, I agree:
- a) that I and the participant are solely responsible for the participant's safety and well-being while participating in the Curling Activities;
 - b) to ASSUME all risks and Injuries arising out of, associated with, resulting from, or otherwise related to, the participant's participation in the Curling Activities;
 - c) that neither I nor the participant are relying on any oral or written statements made by the Organization, whether in any marketing materials or in individual conversations, to participate in the Curling Activities;
 - d) this agreement is intended to be as broad and inclusive as is permitted by law of the **Province of British Columbia** and if any portion of this agreement is deemed to be legally invalid, the balance of this agreement shall continue in full legal force and effect.

JURISDICTION

7. I agree to file any claims the participant may have against the Organization in the **Province of British Columbia** and that the substantive law of the **Province of British Columbia** will apply to such claims without regard to conflict of law rules.



Initial *On behalf of the participant, I have read and agree to be bound by paragraphs 5 to 7.*

Name of participant (printed): _____

Date: _____

Name of Legal Guardian (printed): _____

Signature of Legal Guardian: _____