

## PARALYMPIC SPORTS ASSOCIATION

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**WARNING! Please read carefully. By signing this document, you will waive certain legal rights – including the right to sue**

**Participant's Name:** \_\_\_\_\_ **Participant's Date of Birth:** \_\_\_\_\_

#### Introduction

1. This is a binding legal agreement. Clarify any questions or concerns before signing or participating in any of the Activities described in this agreement.
2. The Paralympic Sports Association provides sport, recreational activities and opportunities for individuals with disability, as well as their family and friends, among others. This agreement applies to any such Activities and opportunities described in this agreement, including activities, programs, classes, services and events provided, sponsored or organized by Paralympic Sports Association.
3. For the purposes of this agreement, the "Organization" includes the Paralympic Sports Association, its affiliated clubs such as Medicine Hat Adaptive Sport and Recreation, its respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, provincial partners, owners/operators of the facilities in which the Activities take place, and representatives (collectively, the "Organization").
4. For the purposes of this agreement, the term "Activities" includes but is not limited to: Adapted Sport Programs, Adapted Recreation Programs, Adapted Exercise Programs, Try It Events, Sledges in Schools Program, Wheelchairs in School Program, Volunteer Activities, Fundraising Activities, use of adapted or non-adapted equipment, and all other programs, activities and opportunities provided by or through the Organization.
5. For the purposes of this agreement, the "Participant" is the individual that participates in the Activities, and may include the Guardian to the extent that the Guardian is participating in the Activities.
6. For the purposes of this agreement, the "Guardian" is the Participant's parent and/or legal guardian where the Participant is under the age of majority (that is, under the age of 18). Any terms of this agreement that reference the Guardian only apply where the Participant is under the age of majority.

#### Release of Liability, Indemnity and Disclaimer

7. In consideration of the Organization allowing the Participant and the Guardian to participate, the Participant and the Guardian understand, acknowledge and agree to the following:
  - a) The Organization is not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence or gross negligence of the Organization.
  - b) The sole responsibility for the Participant's safety remains with the Participant and the Guardian.
  - c) To ASSUME all risks arising out of, associated with or related to the Participant's participation.
  - d) The Participant and the Guardian are not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities.
  - e) To WAIVE any and all claims that the Participant or the Guardian may have now or in the future against the Organization.
  - f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Participant's participation in the Activities.
  - g) To FOREVER RELEASE and INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, pecuniary, non-pecuniary, aggravated, punitive, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which the Participant or the Guardian have or may have in the future, that might arise out of, result from, or relate to the Participant's participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.
  - h) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to the Participant becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of the Participant or others, including but not limited to the Organization.
  - i) The Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities.

- j) **Negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect the participant from the risks, dangers and hazards associated with the Activities.**

#### **Description and Acknowledgement of Risks**

8. The Participant and the Guardian understand, acknowledge, and agree to the following:
- a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.
  - b) The Organization may offer or promote Activities such as online or remote programming (such as webinars, remote conferences, workshops, online training, and take home activities) which have different foreseeable and unforeseeable risks than in-person programming.
  - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.
  - d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.
9. The Participant is participating voluntarily in the Activities. In consideration of the participation, the Participant and the Guardian hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
- a) Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.
  - b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, wheelchairs, sleds, cycles, equipment or persons; dangerous, unsafe, or irregular conditions on floors, grass, ice, road, paths, turf or other surfaces, extreme weather conditions; travel to and from premises.
  - c) Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within the Participant's own ability; not wearing appropriate safety or protective equipment.
  - d) Contact: contact with wheelchairs, sleds, other equipment, or other persons, whether intentional or unintentional, is a common part of the Activities and programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
  - e) Advice: negligent advice regarding the Activities.
  - f) Ability: Failing to act safely or within the participant's ability or within designated areas.
  - g) Sport, Recreation and Exercise: the sport, recreation and exercise programs and their inherent risks.
  - h) Cyber: privacy breaches, hacking, technology malfunction or damage.
  - i) Conduct: The Participant's conduct and conduct of other persons including any physical altercation between participants.
  - j) Travel: Travel to and from the Activities.
  - k) Negligence: The Participant's negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE ORGANIZATION, may increase the risk of damage, loss, personal injury or death. The Participant and the Guardian understand that the Organization may fail to safeguard or protect the Participant from the risks, dangers and hazards of the Activities, some of which are referred to above.

#### **Additional Terms**

10. In consideration of the Organization allowing the Participant to participate in the Activities, the Participant and the Guardian understand, acknowledge and agree to the following:
- a) That when the Participant is partaking in the Activities in their own space, the Participant and the Guardian are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant.
  - b) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Participant and the Guardian assume all risks related to the Participant's mental and physical condition and participation in the Activities.
  - c) To comply with the rules and regulations for participation in the Activities.
  - d) To comply with the rules of the facility or equipment.
  - e) That if the Participant or the Guardian observes an unusual significant hazard or risk, the Participant or the Guardian will remove the Participant from participation and bring their observations to a representative of the Organization immediately.
  - f) The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way.

- g) That it is the Participant's and the Guardian's sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant and the Guardian acknowledge and accept the suitability and conditions of the Activity.
- h) That COVID-19 is contagious in nature and the Participant and the Guardian may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death.
- i) That the Participant and the Guardian are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment.
- j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Alberta and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**THE UNDERSIGNED HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT THE UNDERSIGNED HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, UNDERSTANDS THAT THE UNDERSIGNED MAY BE INCURRING A SUBSTANTIAL LIABILITY TO THE ORGANIZER AND THAT THE UNDERSIGNED HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE AND INTENDS HIS/HER THE UNDERSIGNED'S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND A FULL INDEMNITY FOR HIS/HER THE UNDERSIGNED'S ACTIONS OR OMISSIONS AND THOSE OF OTHERS.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Participant (please print)

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FOR PARTICIPANTS OF MINORITY AGE**

(UNDER AGE 18 AT TIME OF EXECUTION – PARENT/GUARDIAN MUST SIGN FOR A MINOR)

This is to certify that I, as a parent and/or Guardian with legal responsibility for this Participant, agree that the Activities described in this agreement are appropriate for the Participant, and do consent and agree to the Participant's release as provided above to the Organization. For myself, my heirs, assigns, and next of kin, **I hereby release and agree to indemnify the Organization** from any and all liabilities incident to the Participant's involvement or participation in the Activities described in this Agreement, and to the use of the facilities and equipment, all as provided above.

Further, I agree that in the event the Organization is required to commence any legal proceedings to enforce any provisions of this agreement, or is required to defend any legal proceeding brought by the Participant and any entity on the Participant's behalf, then the Participant, myself, or those claiming on behalf of the Participant or me contrary to the terms or intent and spirit of this agreement, that all legal costs and expenses incurred by the Organization in so doing shall be for the account of and paid by me, the amount of which shall be determined on a solicitor and their own client basis.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Parent/Guardian (please print)

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date