

PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY, WAIVER OF CLAIM AND INDEMNITY AGREEMENT

For participants who are of the age of majority and legally competent

WARNING! Please read this document carefully. By signing this document, you will waive certain legal rights – including the right to sue for any personal damages and/or injuries

1. This is a binding legal agreement. **CLARIFY ANY QUESTIONS OR CONCERNS BEFORE SIGNING. SEEK INDEPENDENT LEGAL ADVICE IF NECESSARY, BEFORE SIGNING.**
2. As 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 Osoyoos 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, rental activities, spectating, volunteering, orientation or instruction sessions, aerobic and anaerobic conditioning programs (collectively the “Curling Activities”), I acknowledge and agree to the following terms:

DISCLAIMER

3. **Curling Canada, Curl BC, and [Osoyoos 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 I may have as a result of participating in the Curling Activities, whether caused by my negligence or the negligence of the Organization, or by any other causes.
 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) my 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 my 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 am 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 I 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 my 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;
- I have read and agree to be bound by paragraph 4.***

OTHER TERMS

5. I further acknowledge and agree that:
- a) I am legally able to enter into this agreement, 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 my participation in any of the Curling Activities;
 - c) I will comply with all of the Organization's procedures and protocols, including without limitation, all of the COVID Protocols before and during my participation in any of the Curling Activities;
 - d) I will exercise due care, reasonable caution, and attention to my own abilities, and to other participants, equipment, and the environment around me;
 - e) I am physically able to participate in the Curling Activities and will continually assess my ability to participate in the Curling Activities;
 - f) the risks associated with participating in the Curling Activities increase when I am impaired and I will not participate if I am 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 my decision to use safety equipment, including without limitation, such as a helmet, and the secure fitting of such safety equipment;
 - i) I am participating voluntarily in the Curling Activities and may stop my participation in the Curling Activities at any time after I sign this agreement; and
 - j) the Organization may suspend or terminate my membership if I do not comply with the expectations, protocols, and practices set out in the Organization's return to play plan and the COVID Protocols.

RELEASE OF LIABILITY, WAIVER, AND INDEMNITY

6. In consideration of the Organization allowing me to participate, I agree:
- a) that I am solely responsible for my 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, my participation in the Curling Activities;
 - c) that I am not 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) to WAIVE any and all claims that I may have now or in the future against the Organization;
 - e) to FOREVER RELEASE and INDEMNIFY the Organization from all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Curling Activities, even though such Claims may have been caused by any manner whatsoever, including without limitation, the negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
 - f) to FOREVER RELEASE AND INDEMNIFY the Organization from any claims related to exposure to, or transmission of, the COVID-19 virus while participating in the Curling Activities;
 - g) that this agreement is binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives; and
 - h) that 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.
 - i) I hereby consent to the use of the personal information:
 - a) Provided in the registration form, only my name, address, email address and birthdate will be listed in the membership directory by the Osoyoos Curling Club. This information is intended for the sole use of the Osoyoos Curling Club and will not be shared with other individuals or organizations.
 - b) Only your email will be used to send information regarding our activities, programs, and operations
 - c) When reporting the membership list to CurlBC for affiliation and insurance purposes, only your name, address, gender and birthdate will be submitted.
 - d) When reporting contact tracing information to the Regional Health Authority, only your name, email address and
 - e) phone number will be submitted.
 - j) Photo Release: I give my permission for the free use of my name, voice, and image in broadcast, telecast or written account of Curling and the Curling Activities.

I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is binding upon myself, my heirs, spouse(s), children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further grant my consent and permission to Item "B" and "C" as indicated above.

JURISDICTION

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

I have read and agree to be bound by paragraphs 5 to 7.

Printed Name of Participant

Signature of Participant

Date (dd/mm/yy)