

MARIPOSA MONCTON SKATING CLUB
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(To be executed by Participants who are 19 years old and older)

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: _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. Prior to participating, an individual who is the age of majority or older and who wants to participate in the sport of skating and the activities, programs, classes and services provided by, and/or in the events sponsored or organized by Skate Canada, Skate Canada New Brunswick, all Regions of Skate Canada New Brunswick and *Mariposa Moncton Skating Club* which may include but is not limited to: competitions, practices, training, personal or strength training, dry land training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs (collectively the "Activities") must acknowledge and agree to the terms outlined in this agreement.

Disclaimer

2. Skate Canada, Skate Canada New Brunswick, all Regions of Skate Canada New Brunswick and *Mariposa Moncton Skating Club*, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2

Description and Acknowledgement of Risks

3. I understand and acknowledge that
 - 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 online programming (such as webinars, remote conferences, workshops, and online training) 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 my fitness or abilities, may misjudge conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction
 - d) **(COVID-19)** The COVID-19 disease has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. The Organization has put in place

preventative measures to reduce the spread of COVID-19; however, the Organization

cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19

4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of the Activities, some of which are listed below. 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; sprains and fractures, spinal cord injuries, 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, equipment or persons; dangerous, unsafe, or irregular conditions on surfaces; and travel to and from the 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 wear safety or protective equipment; and failure to use or operate equipment within my own ability
 - d) Contact: contact with the ice surface, boards, glass, other equipment, vehicles, or other persons; and other contact that 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 my own ability or within designated areas
 - g) Sport: the sport of figure skating and its inherent risks, including but not limited to: Singles, Pairs, Dance, Synchronized, and/or Sledge Skating.
 - h) Cyber: privacy breaches; hacking; and technology malfunction or damage
 - i) Conduct: my conduct and conduct of other persons including any physical altercation between participants
 - j) Travel: travel to and from the Activities
 - k) Negligence: my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE ORGANIZATION, which may increase the risk of damage, loss, personal injury or death

I have read and agree to be bound by paragraphs 3 and 4

Terms

5. In consideration of the Organization allowing me to participate in the Activities, I agree:
- a) That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select
 - b) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition
 - 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 I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately
- f) The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way
- g) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity
- h) That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment
- i) **(COVID-19)** That COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death

Release of Liability and Disclaimer

- 6. In consideration of the Organization allowing me to participate, I agree:
 - a) That the sole responsibility for my safety remains with me
 - b) To ASSUME all risks arising out of, associated with or related to my participation
 - c) That I am 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
 - d) To WAIVE any and all claims that I may have now or in the future against the Organization
 - e) 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 my participation in the Activities
 - f) To FOREVER RELEASE and INDEMNIFY the Organization from any and 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 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
 - g) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization
 - h) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities
 - i) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities
 - j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of New Brunswick and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect

Jurisdiction

7. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the Province of New Brunswick and further agree that the substantive law of the Province of New Brunswick will apply without regard to conflict of law rules.

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

Acknowledgement

8. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

Name of Participant (print)

Signature of Participant

Date

DECLARATION OF COMPLIANCE – COVID-19

Individual Name (print): _____

Email: _____

Phone: _____

WARNING!

ALL INDIVIDUALS ENTERING THE FACILITY AND/OR PARTICIPATING IN SANCTIONED ACTIVITIES MUST COMPLY WITH THIS DECLARATION

Skate Canada, Skate Canada New Brunswick, all regions of Skate Canada New Brunswick and its affiliated *Mariposa Moncton Skating Club* (collectively the “Organization”) require the disclosure of exposure or illness in order to safeguard the health and safety of all participants and limit the further spread of COVID-19. This Declaration of Compliance will be kept safely, and personal information will not be disclosed unless as required by law or with your consent.

An individual (or the individual’s parent/guardian, if the individual is younger than 19 years old) who is unable to agree to the terms outlined in this document is not permitted to enter the Organization’s facilities or participate in the Organization’s activities, programs, or services.

I, the undersigned being the individual named above and the individual’s parent/guardian (if the individual is younger than 19 years old), hereby acknowledge and agree to the terms outlined in this document:

- 1) The coronavirus disease 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 and requires all individuals (or their parent/guardian, when applicable) to adhere to the compliance standards described in this document.
- 2) The individual has not been diagnosed with COVID-19; **OR** If the individual was diagnosed with COVID-19, the individual was cleared as noncontagious by provincial or local public health authorities.
- 3) If the individual is a front-line worker (such as hospital staff, long term care staff), or other individual who interacts with individuals who have confirmed or suspected cases of COVID-19, the individual has worn proper and approved Personal Protective Equipment at all times whenever they interacted with an individual who has a confirmed or suspected case of COVID-19 in the last 14 days.
- 4) If the individual is not a front-line worker, or other individual who interacts with individuals who have confirmed or suspected cases of COVID-19, they have not been exposed to a person with a confirmed or suspected case of COVID-19 in the last 14 days.

- 5) The individual is attending or participating voluntarily and understands the risks associated with COVID-19. The individual (or the individual's parent/guardian, on behalf of the individual (when applicable)) agrees to assume those risks, including but not limited to exposure and being infected.
- 6) At the onset of one or more symptoms of Covid-19, the individual will follow Public Health screening protocols and any requirements for self-monitoring or self-isolation.
- 7) The individual has followed the Federal and Provincial governments imposed travel restrictions. If the individual has travelled to any restricted areas after submitting this Declaration of Compliance, the individual will not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since the date of return.
- 8) The individual is following recommended guidelines, including but not limited to, practicing physical distancing, trying to maintain separation of six feet from others, adhering to recognized hygiene best practices, and otherwise limiting exposure to COVID-19.
- 9) The individual will follow the safety, physical distancing and hygiene protocols of the Organization.
- 10) The individual will bring their own personal items and personal equipment (such as water bottles, bags, towels, etc.) at their discretion and will not share their personal items or equipment with other individuals.
- 11) This document will remain in effect until the Organization, per the direction of the provincial government and provincial health officials, determines that the acknowledgements in this Declaration of Compliance are no longer required.
- 12) The Organization may remove the individual from the facility or from participation in the activities, programs or services of the Organization at any time and for any reason if the Organization believes, in its sole discretion, that the individual is no longer in compliance with any of the standards described in this document.

Signature: _____ Date: _____
Individual (if the individual is 19 years old or older)