

## MARIPOSA MONCTON SKATING CLUB

### INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

*(To be executed by parents/guardians of Participants who are younger than 19 years old)*

**WARNING! Please read carefully!**

**By signing this document, you will assume certain risks and responsibilities**

**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 younger than the age of majority and who wants to participate in the sport of figure 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 have their legal parent/guardian ("the Parties") acknowledge and agree to the terms outlined in this agreement.
2. The undersigned acknowledges and agrees that they are a parent/guardian of the Participant and have full legal responsibility for the decisions of the Participant.

#### Disclaimer

3. 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, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities.  
 ***We have read and agree to be bound by paragraphs 1 to 3***

#### Description and Acknowledgement of Risks

4. The Parties 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 the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge conditions, 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 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

5. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The Parties 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 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 the Participant's 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 the Participant's 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: the Participant's conduct and conduct of other persons including any physical altercation between participants
  - j) Travel: travel to and from the Activities

***We have read and agree to be bound by paragraphs 4 and 5***

## Terms

6. In consideration of the Organization allowing the Participant to participate in the Activities,

the Parties agree:

- a) That when the Participant practices or trains in their own space, the Parties 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 Parties assume all risks related to the Participant's 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 the Participant observes an unusual significant hazard or risk, the Participant will remove themselves 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 their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity
  - h) That they are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment
  - i) **(COVID-19)** That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death
7. In consideration of the Organization allowing the Participant to participate, the Parties agree:
- a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities
  - b) That 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
  - c) That this Agreement 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**

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

***We have read and agree to be bound by paragraphs 6 to 8***

**Acknowledgement**

9. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, guardians, next of kin, executors, administrators and legal or personal representatives.

\_\_\_\_\_  
Name Participant (print)                      Signature of Participant (if over 13)                      Date

\_\_\_\_\_  
Name of Parent or Guardian (print)                      Signature of Parent or Guardian                      Date

## DECLARATION OF COMPLIANCE – COVID-19

Individual Name (print): \_\_\_\_\_

Individual's Parent/Guardian \_\_\_\_\_

(if the individual is younger than 19 years old)

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 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) The individual will follow the safety, physical distancing and hygiene protocols of the Organization.
- 11) 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.
- 12) 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.
- 13) 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)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Parent/Guardian (if the individual is younger than 19 years old)