

**SASKATCHEWAN BROOMBALL ASSOCIATION -
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT**

**WARNING! Please read carefully
By signing this document, you will assume certain risks and responsibilities**

Participant's Name: _____

Parent/Guardian's Name (If participant is under the Age of 18): _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of Broomball and the spectating, orientation, instruction, activities, competitions, programs, and services of **Saskatchewan Broomball Association** and _____ *[Insert Club]* (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.

Disclaimer

2. **Saskatchewan Broomball Association**, _____ *[Insert 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 and 2

Description and Acknowledgement of Risks

3. 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 my/the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and
 - (d) **The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. 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 I/the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.**
4. I/Participant am 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 risks, dangers and hazards include, but are not limited to:
- (a) Contracting COVID-19 or any other contagious disease;
 - (b) Exposure to COVID-19 or any other contagious disease;
 - (c) The sport of Broomball;
 - (d) Privacy breaches, hacking, technology malfunction or damage while interacting with online training;
 - (e) Executing strenuous and demanding physical techniques;
 - (f) Dryland training including weights, running, bands, and massage;
 - (g) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - (h) Exerting and stretching various muscle groups;
 - (i) Physical contact with other participants;
 - (j) Failure to act safely or within my/the participants own ability or designated areas;
 - (k) Close proximity to teammates, coaches, officials while being inside a facility.
 - (l) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - (m) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
 - (n) Abrasions, sprains, strains, fractures, or dislocations;
 - (o) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
 - (p) Spinal cord injuries which may render me/the participant permanently paralyzed;
 - (q) Negligence of other persons, including other spectators or, participants, or employees; and
 - (r) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities.
 - (s) Negligence on the part of the Organization, including failure by the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the Activities.

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

Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
- 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.
 - 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.
 - To comply with the rules and regulations for participation in the Activities.
 - To comply with the rules of the facility or equipment.
 - 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.
 - The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way.
 - 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.
 - That COVID-19 and other diseases are or may be contagious in nature and the Participant may be exposed to, or infected by, COVID-19 or other diseases and such exposure may result in economic loss, personal injury, illness, permanent disability, or death; and**
 - That they are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment.

Release of Liability and Disclaimer

6. In consideration of the Organization allowing the Participant to participate, the Parties agree:
- That the sole responsibility for my safety remains with me;
 - To ASSUME ALL RISKS arising out of, associated with or related to my participation;
 - 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;
 - To WAIVE any and all claims that I may have now or in the future against the Organization;
 - 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;
 - 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;
 - 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;**
 - 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;
 - 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; and
 - This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Saskatchewan and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. 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 Saskatchewan, and they further agree that the substantive law of the Province of Saskatchewan will apply without regard to conflict of law rules.

We have read and agree to be bound by paragraphs 5-7

Acknowledgement

8. 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, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (print)

Signature of Participant

Date of Birth

Address (Street/Box #, Town, Postal Code)

Email

Phone #

Name of Parent or Guardian (print)
(IF MINOR PARTICIPANT)

Signature of Parent/Guardian

Date