



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(To be executed by Participants over the Age of Majority)

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

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the sport of wheelchair rugby and the activities, programs, classes, services provided and events sponsored or organized by **Wheelchair Rugby Canada (WRC)** and its affiliated clubs and teams, including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the “Activities”), the undersigned acknowledges and agrees to the following terms outlined in this agreement:

Disclaimer

2. Wheelchair Rugby Canada, its affiliated clubs and teams, 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 weather or

environmental conditions, may give incomplete warnings or instructions, 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 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 or other highly contagious diseases. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19 or other highly contagious diseases.

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. The risks, dangers and hazards include, but are not limited to:

- a) Physical contact with other participants, spectators, equipment, wheelchairs, the court, and other hazards;
- b) 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, or other contagious diseases, bacteria, parasites or other organisms or any mutation thereof.
- c) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, wheelchairs, equipment or persons; dangerous, unsafe, or irregular conditions on floors, grass, turf or other surfaces, extreme weather conditions; travel to and from premises
- d) 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 my own ability
- e) Contact: contact with wheelchairs, other equipment, or other persons, whether intentional or unintentional, is a common part of wheelchair rugby programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
- f) Advice: negligent advice regarding the Activities
- g) Ability: Failing to act safely or within my own ability or within designated areas
- h) Sport: the game of wheelchair rugby and its inherent risks

- i) Cyber: privacy breaches, hacking, technology malfunction or damage
- j) Conduct: My conduct and conduct of other persons including any physical altercation between participants
- k) Travel: Travel to and from the Activities
- l) Negligence: My 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. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of wheelchair rugby programs, some of which are referred to above.

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 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 COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 or other contagious diseases and such exposure may result in personal injury, illness, permanent disability, or death; and
 - i) That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment.

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 any contagious disease, including, but not limited to 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; and
- j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.



**WHEELCHAIR RUGBY CANADA
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT**
(To be executed by participants under the age of majority)

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

Participant's Name: _____

Participant's Date of Birth (D/M/Y): _____

9. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the sport of wheelchair rugby and the activities, programs, classes, services provided and events sponsored or organized by **Wheelchair Rugby Canada (WRC)** and its affiliated clubs and teams (collectively the "Organization"), including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientation or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned being the Participant and Participant's Parent/Guardian (collectively the "Parties") acknowledges and agrees to the following terms outlined in this agreement:
10. I am the Parent/Guardian of the Participant and have full legal responsibility for the decisions of the Participant.

Description and Acknowledgement of Risks

11. 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 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 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 or other contagious diseases. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19 or other contagious diseases

12. 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 risks, dangers and hazards include, but are not limited to:

- a) Physical contact with other participants, spectators, equipment, wheelchairs, the court, and other hazards;
- b) Not wearing appropriate safety or protective equipment;
- c) 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, or other contagious diseases, bacteria, parasites or other organisms or any mutation thereof.
- d) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, wheelchairs, equipment or persons; dangerous, unsafe, or irregular conditions on floors, grass, turf or other surfaces, extreme weather conditions; travel to and from premises
- e) 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 my own ability
- f) Contact: contact with wheelchairs, other equipment, or other persons, whether intentional or unintentional, is a common part of wheelchair rugby programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
- g) Advice: negligent advice regarding the Activities
- h) Ability: Failing to act safely or within my own ability or within designated areas
- i) Sport: the game of wheelchair rugby and its inherent risks
- j) Cyber: privacy breaches, hacking, technology malfunction or damage
- k) Conduct: My conduct and conduct of other persons including any physical altercation between participants
- l) Travel: Travel to and from the Activities



I have read and agree to be bound by paragraphs 1 -
4

Terms

13. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:

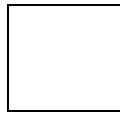
- e) That when the Participant practices or trains in their own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
- f) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental and physical condition;
- g) To comply with the rules and regulations for participation in the Activities;
- h) To comply with the rules of the facility or equipment;
- i) 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;
- j) The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way;
- k) 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;
- l) That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 or other contagious diseases and such exposure may result in personal injury, illness, permanent disability, or death; and
- m) That they are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment.

14. 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; and
- c) That this Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

15. 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 Ontario and they further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules



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

Acknowledgement

16. 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 Parent or Guardian Signature of Parent or Guardian Date

Name of Parent or Guardian Signature of Parent or Guardian Date

Name of Personal Support Work (If applicable) Signature of Personal Support Worker Date

Waiver History	
Approved	February 10, 2023
Next Renewal Date	February 2024



**Athlete and Personal Support Worker (PSW)
Release of Liability, Waiver of Claims and Indemnity Agreement
(FOR PARTICIPANTS OVER THE AGE OF MAJORITY)**

WARNING: By signing this document, you will waive certain legal rights. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. The Athlete, who participates in wheelchair rugby, including training, competitions and practices (collectively the “Activities”) and the Personal Support Worker (PSW), who provides personal care support and services (collectively the “Services”) to the Athlete acknowledge and agree to the following terms:

Disclaimer

2. Wheelchair Rugby Canada and its trainers, instructors, agents, and representatives are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Athlete or the PSW as a result of the “Activities” and/or the “Services” performed by the PSW, caused in any manner whatsoever.

We have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. The Athlete is participating voluntarily in the Activities. In consideration of the Athlete’s participation, the Athlete hereby acknowledges that he or she is 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, injuries from:
 - a. Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment specific to the personal care provided by the PSW;
 - b. Falling during transfers supported by the PSW;
 - c. Concussion or other head injuries resulting from the actions of the PSW;
 - d. Negligence on the part of the PSW, including failure on the part of the PSW to take reasonable steps to safeguard or protect the Athlete while carrying out the activities associated with the Athlete’s personal care.

Release of Liability and Disclaimer

4. In consideration of WRC allowing me, the Athlete, and my Personal Support Worker to participate, we agree:

- a. That the Athlete's physical condition has been verified by a medical doctor to participate;
- b. The sole responsibility for the Athlete's safety remains with the Athlete;
- c. The sole responsibility for the Athlete's personal support Services remains with the PSW;
- d. The sole responsibility for medical/liability insurance for the Services being provided by the PSW remains with the Athlete and PSW;
- e. The Athlete and PSW ASSUME all risks arising out of, associated with or related to the provision of Services by the PSW to the Athlete;
- f. To WAIVE any and all claims that the PSW may have now or in the future against Wheelchair Rugby Canada;
- g. 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 PSW's participation in the activities, events and programs of Wheelchair Rugby Canada; and
- h. To FOREVER RELEASE Wheelchair Rugby Canada 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 the PSW may have or may in the future, that might arise out of, result from, or relate to the Athlete's and the PSW'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 Wheelchair Rugby Canada.

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

We have read and agree to be bound by WRC's Code of Conduct and Ethics

We have read and agree to be bound by WRC's Personal Support Worker Policy

We consent to medical treatment from National Team medical staff in case of performance related injury or emergency. We agree to full responsibility for payment of any fees incurred as a result of necessary medical treatment that are not covered by provincial health care or Wheelchair Rugby Canada's travel insurance policy.

5. We acknowledge that we have read and understand this agreement, that we have executed this agreement voluntarily, and that this agreement is to be binding upon ourselves, our heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Athlete

Signature of Athlete

Date

Name of Personal Support
Worker (PSW)

Signature of Personal Support
Worker (PSW)

Date

Waiver History	
Approved	February 10, 2023
Next Renewal Date	February 2024



**STAFF AND CHILD CARE SUPPORT WORKER (CCS)
RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

FOR PARTICIPANTS OVER THE AGE OF MAJORITY

WARNING! By signing this document, you will waive certain legal rights. Please read carefully.

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. The Staff, and the Child Care Support Worker (CCS), who provide childcare support and services (collectively the “Services”) to the Staff member’s child, acknowledge and agree to the following terms:

Disclaimer

2. Wheelchair Rugby Canada and its trainers, instructors, agents, and representatives are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Staff member, CCS or the Child as a result of the “Services” performed by the Staff member or CCS, caused in any manner whatsoever.

We have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. The Staff member hereby acknowledges that they are aware (for the Child of minority) of the risks, dangers and hazards associated with or related to the “Services” performed by the CCS for the Child. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment specific to the childcare provided by the CCS for the Child;
 - b) Negligence on the part of the Staff member or CCS, including failure on the part of the Staff member or CCS to take reasonable steps to safeguard or protect the Child while carrying out the activities associated with the Child’s care.

Release of Liability and Disclaimer

4. In consideration of WRC allowing me, the Staff member, my Child and Child Care Support Worker to participate, we agree:
 - a) The sole responsibility for the Staff member’s Child safety remains with the Staff member and CCS;
 - b) The sole responsibility for the Staff member’s Child Care Support Services remain with the Staff member and CCS;

- c) The sole responsibility for medical/liability insurance for the Services being provided by the CCS remain with the Staff member and CCS;
- d) The Staff member and CCS ASSUME all risks arising out of, associated with or related to the provision of Services by the CCS to the Staff member's Child;
- e) To WAIVE any and all claims that the Staff member and CCS may have now or in the future against Wheelchair Rugby Canada;
- 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 Staff member, Staff member's Child and CCS's participation in the activities, events and programs of Wheelchair Rugby Canada; and
- g) To FOREVER RELEASE Wheelchair Rugby Canada 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 the Staff member, Staff member's Child and CCS may have or may in the future, that might arise out of, result from, or relate to the Staff member, Staff member's Child and CCS'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 Wheelchair Rugby Canada.

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

We have read and agree to be bound by WRCs Code of Conduct and Ethics.	<input type="checkbox"/>
--	--------------------------

We have read and agree to be bound by the WRCs Child Care Support Worker Policy.	<input type="checkbox"/>
--	--------------------------

We consent to medical treatment from national team medical staff in case of emergency. We agree to full responsibility for payment of any fees incurred as a result of necessary medical treatment that are not covered by provincial health care or Wheelchair Rugby Canada's travel insurance policy.	<input type="checkbox"/>
---	--------------------------

5. We acknowledge that we have read and understand this agreement, that we have executed this agreement voluntarily, and that this agreement is to be binding upon ourselves, our heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Printed Name of Child _____

Date of Birth of Child _____

Printed Name of Staff Member _____

Signature of Staff member: _____

Date: _____

Printed Name of Child Care Support Worker: _____

Signature of Child Care Support Worker: _____

Date: _____

Waiver History	
Approved	February 10, 2023
Next Renewal Date	February 2024