Wainwright Curling Club
RELEASE OF LIABILITY, WAIVER AND CONSENT

WARNING!

By agreeing to this document, you will waive certain legal rights, agree to be bound by certain policies and codes of conduct and consent to the collection, use, and disclosure of your personal information. Please read carefully.

This is a binding legal agreement. The **"Activities"** include spectating, orientation, practice, training, games, competitions, leagues, tournaments, personal or strength training, dry land training, nutritional and dietary programs, instructional sessions, aerobic and anaerobic conditioning programs, and the sport of curling, either collectively or independently.

PART A – RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

1. Wainwright Curling Club (the **"Club"**), Curling Alberta, and their respective directors, officers, committee members, members, employees, contractors, coaches, volunteers, officials, participants, agents, sponsors, owners and operators of the facilities in which the Activities take place, and representatives (collectively, the **"Organization"**) are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by me during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.
2. I understand and acknowledge that 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. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous. A pertinent risk to participating in the sport is the risk of serious head injury should I fall, trip, or stumble onto the ground or ice. It is highly recommended that I wear a helmet at all times when participating.
3. I am participating voluntarily and acknowledge that I am aware of the risks, dangers and hazards associated with the Activities. The risks include (but are not limited to): negligent advice; failure to act safely or within my own ability; the conduct of myself and others, including physical altercations; strenuous physical techniques, dryland training, cardiovascular workouts, exerting or stretching of muscle groups; being struck by a broom, brush or curling stone; mechanical failure or improper use of equipment; defective or unsafe condition of facilities; physical contact with participants, spectators, equipment and vehicles; running or sliding on the ice surface; falling while delivering the curling stone, skipping or sweeping; falling because of slippery, uneven or irregular surfaces; spinal cord and other serious injuries; stepping onto or off the ice surface; stepping over dividers between sheets; weather conditions including hypothermia and heat-related illness; and travel to and from competitive events and associated non-competitive events.
4. In consideration of the Organization allowing me to participate, I agree:
   (a) that I am not relying on any oral or written statements made by the Organization or its agents;
   (b) that my physical and mental condition is appropriate to participate, and the risks are increased when impaired (and I will not participate if impaired in any way);
   (c) to comply with the rules and regulations for participation, the rules of the facility and equipment, and any directions or instructions from the Organization;
   (d) to remove myself from participation and notify an Organization representative immediately if I observe an unusual hazard or feel unable or unfit to safely continue;
   (e) that the Organization may secure transport to emergency medical services and that I am financially responsible for such services;

(f) that it is my sole responsibility to assess whether any Activities are too difficult, to choose and securely fit any safety or protective equipment, and to assume responsibility for any loss of personal property and any costs associated with related loss;

(g) that the Organization does not provide health, accident, disability, hospitalization, personal property or other insurance for me, and I have ascertained appropriate insurance to protect myself; and

(h) that the sole responsibility for my safety remains with me.

5. In consideration of the Organization allowing me to participate, I agree to **ASSUME** all risks arising out of, associated with or related to my participation, to **WAIVE** any and all claims that I may have now or in the future against the Organization, and 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, and:

   (a) to **FOREVER INDEMNIFY AND RELEASE** the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, judgments, and costs (including legal fees) (collectively, the **"Claims"**) which I may have now or in the future, that might arise out of, result from, or relate to my participation, 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;

   (b) I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law, and if any provision is held invalid, the balance shall continue in full legal force and effect; and

   (c) I acknowledge that I have read this Agreement, agreed to it voluntarily, and that this Agreement is binding upon me, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

6. Without limiting the foregoing, I further release any recourse I may now have or hereafter have resulting from any decision taken by the Organization. I have been given the opportunity to obtain independent legal advice and fully understand the provisions of this Agreement. This Agreement is governed by the laws of the Province of Alberta and the laws of Canada applicable therein, and I irrevocably attorn to the exclusive jurisdiction of the courts of Alberta.

PART B – PHOTO, VIDEO AND LIVESTREAMING CONSENT

7. I grant to the Club, Curling Alberta, and Curling Canada (collectively, the **"Organizations"**) permission to photograph or record my image and voice (collectively, the **"Images"**) and to use the Images to promote the sport and the Organizations through traditional media and social media, including by broadcasting or livestreaming. I waive any claim to remuneration for use of these materials. This consent remains in effect in perpetuity unless I withdraw it in writing. I release and discharge the Organizations from any claims, demands, actions, damages, losses or costs that might arise out of the collection, use or disclosure of the Images, including (without limitation) claims for libel, passing off, misappropriation of personality, or invasion of privacy.

   ☐ **Photo Opt-Out.** Check this box if I do **NOT** consent to the photo, video and livestreaming use described in section 7 above. If checked, section 7 does not apply to me, and the rest of this Agreement continues to apply in full.

8. By registering with the Club or Curling Alberta, I **CONSENT** that my Personal Information may be disclosed to the Club, Curling Alberta, and Curling Canada for the purposes described in Curling Alberta's Privacy Policy, including informing me about programs, delivering services, maintaining membership lists, tracking registration and participation, newsletter and survey distribution, and applying for funding and grants. Consent under this paragraph is in addition to (and not in substitution for) the consent given under Part C of this Agreement.

PART C – ALBERTA SAFE SPORT COMPLAINT MECHANISM AND AB UCC CONSENT

Important. By agreeing to this Part C, you are agreeing to be bound by the Alberta Universal Code of Conduct and the Alberta Safe Sport Complaint Mechanism, you are consenting to the jurisdiction of an independent third party, and you are consenting to the collection, use, and disclosure of your personal information.

ABSSCM, AB UCC, and Safe Sport Policy

9. Curling Alberta has adopted the Alberta Safe Sport Complaint Mechanism (the **"ABSSCM"**), administered by the Alberta Sport Leadership Association (**"ASLA"**) and operated by ALIAS Solutions Inc. (**"ALIAS"**). The ABSSCM rests on the Alberta Universal Code of Conduct (the **"AB UCC"**) and the ABSSCM Reporting and Independent Resolution Policy (the **"RIRP"**). Curling Alberta has also adopted the Curling Alberta Safe Sport Policy (the **"Safe Sport Policy"**), available with the AB UCC and RIRP at curlingalberta.ca. The Club is an Affiliated Organization of Curling Alberta and gives effect to the ABSSCM through its affiliation. Compliance with the AB UCC, the RIRP, and the Safe Sport Policy is a condition of my continued participation in the activities of the Club, Curling Alberta, and any other Affiliated Organization.

Binding Effect and Consent to Jurisdiction

10. By participating in the activities of the Club, Curling Alberta, or any other organization affiliated with Curling Alberta (each an **"Affiliated Organization"**), I acknowledge that I am a **"Participant"** within the meaning of the AB UCC and the Safe Sport Policy. I **AGREE** to be bound by, and to comply with, the AB UCC, the RIRP, the ABSSCM Policies, and the Safe Sport Policy, each as amended from time to time, and **CONSENT** to the jurisdiction of ASLA, ALIAS, and any case manager, investigator, mediator, arbitrator, hearing panel member, appeal authority, or other professional or representative appointed under the ABSSCM (collectively, the **"ABSSCM Agents"**) in respect of any matter that may constitute prohibited behaviour under the AB UCC and that involves me, whether as a respondent, a complainant, a witness, or otherwise.

11. I acknowledge that the AB UCC and the ABSSCM may apply to my conduct whether it occurs in person or online, in Alberta or elsewhere, and whether at a Curling Alberta event, an event of an Affiliated Organization, or in connection with my participation in the sport of curling more generally, in accordance with the scope provisions of the AB UCC. Section 5.11 of the AB UCC provides that an adult Participant who knows or ought to know of conduct by another Participant that constitutes prohibited behaviour may have an obligation to report that conduct, and a failure to report in those circumstances is itself a violation of the AB UCC, particularly where the conduct involves a minor or vulnerable participant.

Recognition of Sanctions

12. I acknowledge that, under section 6.3 of the AB UCC, a finding of misconduct against me by another sport organization's disciplinary process or by a specialized sports tribunal (including the Canadian Safe Sport Program administered by Sport Integrity Canada, the independent third party of Curling Canada, and the Sport Dispute Resolution Centre of Canada) may be deemed to be a violation of the AB UCC and may result in sanctions being implemented by the Club or Curling Alberta against my registration as an administrative matter, subject to the limited grounds of challenge set out in the AB UCC. Conversely, sanctions imposed under the AB UCC and the ABSSCM may be recognized and enforced by other sport organizations, including Curling Canada, the Canadian Safe Sport Program, and other adopting organizations of the ABSSCM, in accordance with the applicable reciprocation arrangements. Safe sport reports may be routed to a number of different bodies depending on the circumstances; the body receiving a report determines the appropriate forum.

Collection, Use, and Disclosure of Personal Information

13. I **CONSENT** to the collection, use, and disclosure of my personal information by the Club, Curling Alberta, any other Affiliated Organization, ASLA, ALIAS, and the ABSSCM Agents, as necessary to give effect to the AB UCC, the RIRP, the ABSSCM Policies, and the Safe Sport Policy, in accordance with the *Personal Information Protection Act* (Alberta), the *Personal Information Protection and Electronic Documents Act* (Canada) where applicable, and other applicable privacy laws. The information that may be collected, used, and disclosed includes identification and contact information, role and affiliation, age, registration status, report details and statements, related records, and information about compliance with provisional measures or sanctions. I further **CONSENT** to disclosure

of my personal information to ASLA, ALIAS, the ABSSCM Agents, Curling Canada, Sport Integrity Canada, the Sport Dispute Resolution Centre of Canada, other competent sport authorities, law enforcement and child protection authorities where required by law (including for mandatory reporting), and any successor administrator of the ABSSCM. My personal information may be retained as long as is reasonably required for the administration, enforcement, and historical record-keeping of the ABSSCM and the AB UCC.

Public Sanctions Registry

14. I understand that ASLA may, from time to time, establish and operate a public-facing registry of sanctions and provisional measures imposed under the ABSSCM (a **"Public Registry"**), an online or otherwise publicly accessible database listing individuals whose eligibility to participate in sport in Alberta has been restricted by sanctions or provisional measures under the ABSSCM, for participant safety and the integrity of sport. If a Public Registry is established, the categories of personal information that may be published in respect of a Participant who has been the subject of a sanction or provisional measure may include the Participant's name, city or town, sport, role, the type and duration of the sanction or provisional measure, the category of prohibited behaviour under the AB UCC giving rise to the sanction or provisional measure (without identification of the reporting party or affected person), and such other information as ASLA may reasonably determine to be necessary in accordance with applicable privacy law and the ABSSCM Policies in force from time to time.

15. I **CONSENT**, on an express, opt-in basis, to the collection, use, and disclosure of the categories of my personal information described in section 14 by ASLA on a Public Registry, if and when a Public Registry is established by ASLA, for participant safety and the integrity of sport. This consent is forward-looking, will become operative only on the establishment of a Public Registry by ASLA, and will be subject to the policies, terms of use, and privacy notices then applicable. Publication would occur only if I am the subject of a final sanction or a provisional measure under the ABSSCM that restricts my eligibility, and only while such sanction or provisional measure is in effect. I may withdraw this consent at any time prior to publication, in writing to the Club or Curling Alberta, recognizing that withdrawal of consent may affect my ability to continue to participate, given that ongoing consent is a condition of continued participation.

PART D – ACKNOWLEDGEMENT AND ACCEPTANCE

16. I acknowledge that I have read this Agreement and understand it, that I have agreed to this Agreement voluntarily, and that this Agreement is binding on me, my heirs, executors, and legal personal representatives. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17. **Acceptance.** This Agreement may be accepted by me by either of the following methods:

    (a) **Paper acceptance:** by signing this Agreement in the signature block below; or

    (b) **Online acceptance:** by submitting an online registration in which I have been presented with this Agreement (in full or by reference to its location on the Curling Alberta website) and have affirmatively indicated agreement to its terms by check-box, click-through acceptance, or other affirmative indication of consent.

In either case, this Agreement is binding on me and operates as the binding legal agreement contemplated by it. Where I accept this Agreement by online means, the electronic record of acceptance is the operative evidence of execution.

18. **Continuing application.** Where this Agreement has been accepted in connection with one season, program, or engagement, this Agreement shall continue to apply to subsequent participation, unless and until consent is withdrawn in writing or this Agreement is superseded by a new agreement. Curling Alberta and any Affiliated Organization may from time to time require a renewed acceptance of this Agreement (or an updated form thereof).

SIGNATURE BLOCK

Signed at _____ in the Province of _____,
this _____ day of _____, 20_____.

X _____ Name (print): _____

Date of Birth: _____ Email: _____

Affiliated Organization (Club): _____