Wainwright Curling Club
RELEASE OF LIABILITY, WAIVER AND CONSENT

(To be executed by Participants under the Age of Majority)

WARNING!

By agreeing to this document, you will waive certain legal rights, agree (on behalf of the minor Participant) to be bound by certain policies and consent to the collection, use, and disclosure of personal information. Please read carefully.

As a Participant in the sport of curling and the activities, programs, classes, services and events provided, sponsored or organized by Wainwright Curling Club] (the **"Club"**), Curling Alberta, and their respective directors, officers, committee members, members, employees, contractors, coaches, volunteers, officials, participants, agents, sponsors, and owners and operators of facilities (collectively, the **"Organization"**), including games, tournaments, practices, training, dry land training, nutritional and dietary programs, instructional sessions, aerobic and anaerobic conditioning programs (collectively, the **"Activities"**), the Participant and the Participant's parent or legal guardian (collectively, the **"Parties"**) acknowledge and agree to the terms outlined in this Agreement. The Parties acknowledge that the Organization is not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by the Parties during or as a result of the Activities, caused in any manner whatsoever including (but not limited to) the negligence of the Organization.

PART A – RISKS, ACKNOWLEDGEMENT, AND RELEASE

1. The Parties 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 that is slippery, hard, and dangerous. A pertinent risk is the risk of serious head injury should the Participant fall, trip, or stumble onto the ground or ice; it is highly recommended that the Participant always wear a helmet when participating. The Organization has a difficult task to ensure safety and is not infallible: it may be unaware of the Participant's fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. The Participant is participating voluntarily. The Parties acknowledge the risks, dangers and hazards, which include (but are not limited to): **Health**: strenuous physical techniques, overexertion, fatigue, traumatic injury, sprains or fractures, spinal cord and head injuries, including concussions and brain damage; **Premises**: defective or unsafe condition of facilities, falls, collisions with objects, walls, equipment or persons, dangerous or irregular conditions on ice or other surfaces, inability to obtain emergency assistance, extreme weather (including heat-related illness), and travel to and from premises; **Equipment**: mechanical failure, negligent design or manufacture, inadequate warnings or guidance, or failure to use equipment within ability; **Contact**: contact with brooms, brushes, curling stones, other equipment, vehicles, or other persons; **Advice**: negligent advice regarding the Activities; **Ability**: failing to act safely or within ability or within designated areas; **Sport**: the inherent risks of curling, including running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto or off the ice surface, or stepping over dividers between sheets; **Cyber**: privacy breaches, hacking, technology malfunction or damage; **Conduct**: the Participant's conduct and that of others, including physical altercations; **Travel**: travel to and from the Activities; and **Negligence**: the Organization may be negligent, including by failure to take reasonable steps to safeguard or protect the Participant.
3. In consideration of the Organization allowing the Participant to participate, the Parties agree:

(a) the Parties are responsible for the Participant's surroundings, location and equipment when the Participant practices or trains in their own space;

(b) the Participant's mental and physical condition is appropriate to participate, and the Parties assume all risks related to those conditions, and the risks are increased when impaired (and the Participant will not participate if impaired);

(c) to comply with the rules and regulations for participation, the rules of the facility and equipment, and any directions or instructions of the Organization;

(d) the Participant will remove themselves and bring observations to the attention of an Organization representative immediately if an unusual hazard is observed;

(e) the parent or guardian alone assesses whether any Activity is too difficult and, by the Participant commencing an Activity, accepts its suitability and conditions, and is responsible for the choice and secure fitting of any safety or protective equipment;

(f) the Organization may secure transport to emergency medical services and the parent or guardian is financially responsible for such services;

(g) the Parties are not relying on any oral or written statements of the Organization or its agents to agree to participate; and

(h) the Organization is not responsible or liable for any damage to the Participant's vehicle, property or equipment or any associated costs.

4. In consideration of the Organization allowing the Participant to participate, the Parties agree to **ASSUME** all risks arising out of, associated with or related to participation, to **WAIVE** any and all claims the Parties 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 participation, and 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 the Parties may have now or in the future, that might arise out of, result from, or relate to the 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. This Agreement is intended to be as broad and inclusive as permitted by law; if any provision is held invalid, the balance continues in full legal force and effect. Without limiting the foregoing, the Parties further release any recourse the Parties may now or hereafter have resulting from any decision taken by the Organization.

5. The Parties 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 the Parties irrevocably attorn to the exclusive jurisdiction of the courts of Alberta.

PART B – PHOTO, VIDEO AND LIVESTREAMING CONSENT

6. I, the parent or legal guardian of the minor Participant, grant to the Club, Curling Alberta, and Curling Canada (collectively, the **"Organizations"**) permission to photograph or record the Participant's 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 arising out of the collection, use or disclosure of the Images.

☐ **Photo Opt-Out.** Check this box if I, on behalf of the minor Participant, do **NOT** consent to the photo, video and livestreaming use described in section 6 above. If checked, section 6 does not apply to the Participant, and the rest of this Agreement continues to apply in full.

7. By registering the Participant with the Club or Curling Alberta, I **CONSENT** that the Participant's Personal Information may be disclosed to the Club, Curling Alberta, and Curling Canada for the

purposes described in Curling Alberta's Privacy Policy. 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 on behalf of the minor Participant, you are agreeing that the Participant will 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 the Participant's personal information.

ABSSCM, AB UCC, and Safe Sport Policy

8. 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 the Participant's continued participation in the activities of the Club, Curling Alberta, and any other Affiliated Organization.

Binding Effect and Consent to Jurisdiction

9. By the Participant participating in the activities of the Club, Curling Alberta, or any other organization affiliated with Curling Alberta (each an **"Affiliated Organization"**), I acknowledge on behalf of the Participant that the Participant is a **"Participant"** within the meaning of the AB UCC and the Safe Sport Policy. On behalf of the Participant, I **AGREE** that the Participant will be bound by, and shall 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 the Participant, whether as a respondent, a complainant, a witness, or otherwise.

10. I acknowledge that the AB UCC and the ABSSCM may apply to the Participant's conduct whether it occurs in person or online, in Alberta or elsewhere, and whether at a Club event, a Curling Alberta event, an event of another Affiliated Organization, or in connection with the Participant's participation in the sport of curling more generally, in accordance with the scope provisions of the AB UCC. Where the AB UCC and the ABSSCM impose obligations on adult Participants (including the obligation under section 5.11 of the AB UCC for an adult Participant who knows or ought to know of prohibited behaviour involving a minor or vulnerable participant to report it), those obligations apply to me to the extent I am myself a Participant in any capacity.

Recognition of Sanctions

11. I acknowledge that, under section 6.3 of the AB UCC, a finding of misconduct against the Participant 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 the Participant's 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

12. On behalf of the Participant, I **CONSENT** to the collection, use, and disclosure of the Participant's 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. On behalf of the Participant, I further **CONSENT** to disclosure of the Participant's 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. The Participant's 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

Sections 13 to 15 are a separate and distinct consent. Please read carefully.

13. 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, 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.
14. **If the Participant is a minor at the time a sanction or provisional measure is imposed against the Participant, no information about the Participant will be published on a Public Registry except on a case-by-case basis** as may be permitted by the ABSSCM Policies governing the Public Registry from time to time, having regard to factors including the age of the Participant, the principles of remediation of youth, the sensitivity of personal information, and the safety of the sport community.
15. To the extent any consent is required, on behalf of the Participant, I **CONSENT** on a forward-looking basis to the collection, use, and disclosure of the categories of the Participant's personal information described in section 13 by ASLA on a Public Registry, if and when a Public Registry is established by ASLA, for participant safety and the integrity of sport, subject to the limitation in section 14 for minors and any other applicable limitations under the ABSSCM Policies. The consent given in this section 15 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. I may withdraw this consent at any time in writing to the Club or Curling Alberta, recognizing that withdrawal of consent may affect the Participant's ability to continue to participate, given that ongoing consent is a condition of continued participation.

PART D – ACKNOWLEDGEMENT AND ACCEPTANCE

16. The Parties acknowledge that they have read this Agreement and understand it, that they have agreed to this Agreement voluntarily, and that this Agreement is binding upon them, their 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 the Participant's parent or legal guardian 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 the Participant's parent or legal guardian has been presented with this Agreement (in full or by reference to its location on the Curling Alberta website) and has 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 the Parties and operates as the binding legal agreement contemplated by it. Where the parent or legal guardian accepts 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 (Paper Acceptance)

Parent or Legal Guardian

Signed at _____ in the Province of _____,

this _____ day of _____, 20_____.

X _____ Name (print): _____

Email: _____ Relationship to Participant: _____

Affiliated Organization (Club): _____

Participant (where age and capacity permit)

X _____ Name (print): _____

Date of Birth: _____