BRITISH COLUMBIA AMATEUR ATHLETICS ASSOCIATION

WAIVER AND RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT

Note: **BC Athletics only accepts this waiver when it is completed through a BC Athletics approved registration platform. We cannot accept paper waivers, or waivers signed electronically and submitted by email or any other method.**

WARNING: READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT. CLARIFY ANY QUESTION OR CONCERN BEFORE SIGNING.

PARTIES

1. This is a binding legal agreement. In this Agreement: "Participant" means the person named below, who signs this Agreement and confirms that they are 19 years of age or older and have reached the age of majority in their province or territory of residence; "Organization" means British Columbia Amateur Athletics Association and its affiliated clubs; "Parties" means the Participant and the Organization; and "Released Parties" means the Organization and every person and organization connected with it, including its affiliated, member and partner organizations, provincial and territorial sport organizations, clubs, teams, event organizers and host organizations, and their respective directors, officers, members, employees, coaches, instructors, trainers, team staff, therapists, chaperones, volunteers, officials, marshals, drivers, agents, contractors and service providers, medical and first aid personnel, suppliers, sponsors, insurers, owners, operators and occupiers of applicable facilities, venues and premises, landowners, municipalities, representatives, committee members and participants. The Organization enters into this Agreement on its own behalf and as agent and trustee for each other Released Party, each of whom may enforce it directly.

ACTIVITIES

2. "Activities" means the sport of athletics, including throwing, shot put, discus, javelin, hammer throw, jumping, long jump, triple jump, high jump, pole vault, track & field, running, hurdles, road running, race walking, cross country running, and mountain and trail running; spectating, orientation, instruction, meets, races, personal or strength training, dry land training, training using machines or weights, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs, and the programs, lessons, clinics, camps, practices, training sessions, leagues, competitions, tournaments and events of the Organization or the Released Parties, or sanctioned, organized or permitted by the Organization; coaching, instruction, officiating, competition organization, equipment testing and spectating; use of any facility, venue, field of play, athletics facilities and courses, track & field venues, road running, race walking and cross country running courses, training areas, machines and weights, equipment or apparatus; strength, dry land and conditioning training; any testing, assessment, treatment or first aid provided in connection with them; social and ancillary events; and travel to, from and between any of them, whether supervised or unsupervised, in person or virtual, and wherever they occur.

DESCRIPTION OF RISKS

3. The Participant participates voluntarily. The Participant acknowledges that the Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can

eliminate, including the potential for serious bodily injury, permanent disability, paralysis and loss of life. Those risks include, but are not limited to:

a) falls, collisions and loss of control, and contact with other participants, spectators, officials, equipment, barriers, fixtures, posts, walls and other fixed or moving objects;
b) head injuries, including concussion and blunt head trauma, whether or not protective equipment is worn, and neck and spinal cord injuries that may result in permanent paralysis or brain damage;
c) fractures, dislocations, abrasions, lacerations, strains, sprains, tears and internal injuries;
d) the inherent risks of throwing, shot put, discus, javelin, hammer throw, jumping, long jump, triple jump, high jump, pole vault, track & field, running, hurdles, road running, race walking and cross country running, including tripping, falling, jarring and tumbling;
e) risks inherent to mountain and trail running, including steep, uneven, or unstable terrain, natural obstacles, extreme or changing weather conditions, and limited access to immediate medical assistance;
f) playing surface, facility, venue and premises conditions, including wet, uneven, obstructed, defective, dangerous or unsafe conditions, and extreme weather, poor visibility and altitude;
g) mechanical failure, or the negligent design, manufacture, assembly, maintenance or use, of equipment; the provision of, or failure to provide, warnings, directions, instructions or guidance about equipment use; failure to wear or properly fit protective equipment; and failure to use or operate equipment within the Participant's own ability;
h) executing physical techniques, physical exertion, stretching, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, and strenuous exertion, with the resulting risk of cardiac events, heat exhaustion, hypothermia, dehydration and fatigue; bacterial infections, rashes, and the transmission of infections and communicable diseases, including viruses of all kinds such as COVID-19;
i) the Participant's own negligence or failure to participate within their own ability or within designated areas, the negligent or reckless conduct of others, physical altercations between participants, and negligent advice, instruction, supervision, coaching or officiating;
j) inadequate or delayed first aid, medical assessment or emergency response, including at remote locations, and travel to, from and between venues and events;
k) injuries or losses arising from abuse or harassment, including physical, sexual and emotional abuse or harassment; and
l) harm from unauthorized use, access or disclosure of personal data or cyber incidents related to participation in the Activities.

The Participant further acknowledges that the Released Parties may be negligent, including in failing to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards described above.

RELEASE, WAIVER, INDEMNITY AND ASSUMPTION OF RISK

4. In consideration of the Organization permitting the Participant to take part in the Activities, the Participant agrees as follows:

a) Representations. The Participant represents that their mental and physical condition is appropriate for participation in the Activities and that they have sought medical advice where they considered it necessary; that it is their sole responsibility to assess whether any Activity is beyond their ability, and to select, maintain and securely fit their equipment and protective equipment; and that they are not relying on any statement made by the Organization other than what is set out in this Agreement.

b) Assumption of Risk. The Participant freely accepts and fully assumes all risks, dangers, and hazards arising out of, associated with, or related to participation in the Activities, including the possibility of personal injury, death, property damage, expenses, and related loss, including loss of income.

c) Release and Waiver of Claims. The Participant waives all claims that they have or may in the future have against the Released Parties, and forever releases and discharges the Released Parties from all liability for any claims, demands, actions, damages (including direct, indirect, special and consequential damages), losses, judgments and costs, including legal fees (collectively, the "Claims"), that might arise out of, result from or relate to participation in the Activities, even though such Claims may have been caused by any cause whatsoever, including the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract or breach of any statutory duty of care of the Released Parties, including any duty of care owed by them as an occupier of the premises on which the Activities take place under applicable occupiers' liability legislation or at common law. The Participant further agrees not to commence or continue any claim, action or proceeding against the Released Parties in respect of those matters.

d) Indemnity. The Participant agrees to indemnify and hold harmless the Released Parties from and against all Claims arising out of the Participant's participation in the Activities, including any claim brought by a third party or by any person claiming through the Participant.

e) Emergency Care. The Organization may secure transport to emergency medical services as it considers necessary for the Participant's immediate health and safety, and the Participant is financially responsible for those services.

GENERAL

5. Governing law and severability. This Agreement is governed by the laws of the province or territory in which the Activities giving rise to the dispute took place and the federal laws of Canada applicable therein, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of that province or territory. If any provision, or part of one, is held invalid or unenforceable, it shall be severed, and the remaining provisions shall continue in full force and effect.

6. Acknowledgement. The Participant acknowledges that they have read and understood this Agreement, are signing it voluntarily, and are bound by it together with their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and representatives. The Participant acknowledges that, by signing, they have waived their right to bring an action against the Released Parties in respect of the Claims released above, and that they have had a reasonable opportunity to ask questions and seek independent legal advice before signing.

7. Electronic execution. Where this Agreement is accepted electronically, checking an acceptance box, typing a name or completing any other electronic acceptance process is the Participant's valid signature and has the same effect as a handwritten one. An electronic copy of this Agreement and any record of acceptance is deemed an original and may be relied upon as proof of execution.

SIGNATURE

Printed Name of Participant: _____ Date of Birth: _____

Telephone: _____ Email: _____

Signature of Participant: _____ Date: _____

Name of Witness: _____ Witness Signature: _____