BRITISH COLUMBIA AMATEUR ATHLETICS ASSOCIATION

PARENT/GUARDIAN WAIVER, RELEASE, INDEMNITY AND ASSUMPTION OF RISK ON BEHALF OF A MINOR PARTICIPANT

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, YOU GIVE UP CERTAIN LEGAL RIGHTS IN YOUR OWN NAME AND, ON BEHALF OF THE MINOR PARTICIPANT, ASSUME THE RISKS OF THE ACTIVITIES AND CONFIRM THEY HAVE BEEN EXPLAINED TO YOU.

PARTIES

1. This is a binding legal agreement. In this Agreement: "Parent/Guardian" means the parent or legal guardian who signs below and who, by signing, consents to the Minor Participant taking part in the Activities; "Minor Participant" means the person named below who is younger than 19 years of age; "Organization" means British Columbia Amateur Athletics Association and its affiliated clubs; "Parties" means the Parent/Guardian 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 junior, development, recreational, high performance and other 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; 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; any testing, assessment, treatment or first aid provided in connection with them; team selection, talent identification and training camp activities; 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 Minor Participant participates voluntarily. The Parent/Guardian acknowledges that the Activities have inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, that they can be severe and even fatal, and that a minor may have less experience, judgment and awareness of risk than an adult and be less able to recognize or avoid unsafe conditions. 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 Minor 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 Minor 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.

EXECUTION OF AGREEMENT BY PARENT OR LEGAL GUARDIAN

4. The Parent/Guardian confirms that they are the parent or legal guardian of the Minor Participant and are entitled at law to consent to the Minor Participant's participation, and by signing they give that consent. In consideration of the Organization permitting that participation, and in recognition of the risks of sending the Minor Participant to the Activities, the Parent/Guardian gives paragraphs 4(a) to 4(d) in their own name and paragraph 4(e) on behalf of the Minor Participant. The Parent/Guardian's authority to bind the Minor Participant is expressly limited to paragraph 4(e).

a) Representations. Based on their knowledge of the Minor Participant and the medical information reasonably available to them, the Parent/Guardian represents that they do not believe the Minor Participant has any medical condition or health issue that would make participation unsafe or inappropriate, that they have sought medical advice where they considered it necessary, and that neither they nor the Minor Participant is relying on any statement made by the Organization other than what is set out in this Agreement.

b) Assumption of Risk — Parent/Guardian. On their own behalf, the Parent/Guardian freely accepts and fully assumes all risks, dangers and hazards, including the possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Minor Participant's participation in the Activities.

c) Release and Waiver of Claims — Parent/Guardian. On their own behalf, the Parent/Guardian waives all claims they have or may in the future have against the Released Parties, forever releases and discharges the Released Parties from all liability for any claims, demands, actions and costs arising out of or relating to the Minor Participant's participation in the Activities, including any claim for the Parent/Guardian's own loss, expense, medical or care costs, loss of income, or loss of the Minor Participant's care, guidance or companionship, and agrees not to commence or continue any proceeding in respect of those matters. This paragraph is given in the Parent/Guardian's personal capacity only and does not release, waive or compromise any claim belonging to the Minor Participant.

d) Indemnity — Parent/Guardian. On their own behalf, the Parent/Guardian agrees to indemnify and hold harmless the Released Parties from and against all claims, demands, actions and costs brought by or on behalf of the Parent/Guardian, in their personal capacity, arising out of or relating to the Minor Participant's participation in the Activities.

e) Assumption of Risk and Acknowledgement — Minor Participant. On behalf of the Minor Participant, the Parent/Guardian assumes all risks, dangers and hazards associated with the Activities and acknowledges that they have reviewed the risks described in paragraph 3 and explained them to the Minor Participant in terms suited to the Minor Participant's age and understanding. Nothing in this Agreement releases, waives or compromises any claim belonging to the Minor Participant.

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 Parties acknowledge that they have read and understood this Agreement, are signing it voluntarily, and are bound by it together with their heirs, executors, administrators and representatives. The Parent/Guardian has had a reasonable opportunity to ask questions and to 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 Parent/Guardian'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

Name of Minor Participant: _____ Date of Birth: _____

Printed Name of Parent/Guardian: _____ Relationship: _____

Telephone: _____ Email: _____

Signature of Parent/Guardian: _____ Date: _____