

## DECLARATION OF COMPLIANCE – COVID-19

Individual Name (print): \_\_\_\_\_

Individual's Parent/Guardian \_\_\_\_\_  
(if the individual is younger than 18 years old)

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

**WARNING! ALL INDIVIDUALS ENTERING THE FACILITY AND/OR PARTICIPATING IN SANCTIONED ACTIVITIES MUST COMPLY WITH THIS DECLARATION**

Curling Canada,

Ontario Curling Association

Fenelon Falls Curling Club

(collectively the "Organization") require the disclosure of exposure or illness in order to safeguard the health and safety of all participants and limit the further outbreak of COVID-19. This Declaration of Compliance will be kept safely, and personal information will not be disclosed unless as required by law or with your consent.

An individual (or the individual's parent/guardian, if the individual is younger than the age of majority) who is unable to agree to the terms outlined in this document is not permitted to enter the Organization's facilities or participate in the Organization's activities, programs, or services.

I, the undersigned being the individual named above and the individual's parent/guardian (if the individual is younger than the age of majority), hereby acknowledge and agree to the terms outlined in this document:

- 1) 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 and requires all individuals (or their parent/guardian, when applicable) to adhere to the compliance standards described in this document.
- 2) The individual has not been diagnosed with COVID-19; **OR** If the individual was diagnosed with COVID-19, the individual was cleared as noncontagious by provincial or local public health authorities more than 14 days prior to the date this Declaration of Compliance was signed.
- 3) The individual has not been exposed to a person with a confirmed or suspected case of COVID-19; **OR** If the individual was exposed to a person with a confirmed case of COVID-19, the date of exposure was more than 14 days prior to the date this Declaration of Compliance was signed.

### APPENDIX #2

Declaration of Compliance – Covid-19 2

- 4) The individual is attending or participating voluntarily and understands the risks associated with COVID-19. The individual (or the individual's parent/guardian, on behalf of the individual (when applicable)) agrees to assume those risks, including but not limited to exposure and being infected.
- 5) The individual has not, nor has anyone in the individual's household, experienced any signs or symptoms of COVID-19 in the last 14 days (including fever, new or worsening cough, fatigue, chills and body aches, respiratory illness, difficulty breathing, nausea, vomiting or diarrhea, pink eye, or loss of taste or smell).
- 6) If the individual experiences, or if anyone in the individual's household experiences, any signs or symptoms of COVID-19 after submitting this Declaration of Compliance, the individual will immediately

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isolate, notify the Organization, and not attend any of the Organization’s facilities, activities, programs or services until at least 14 days have passed since those symptoms were last experienced.

7) The individual has not, nor has any member of the individual’s household, travelled to, or had a lay-over in any country outside Canada, or in any province outside of Ontario in the past 14 days. If the individual travels, or if anyone in the individual’s household travels, outside Ontario after submitting this Declaration of Compliance, the individual will not attend any of the Organization’s facilities, activities, programs or services until at least 14 days have passed since the date of return.

8) The individual is following recommended guidelines, including but not limited to, practicing physical distancing, trying to maintain separation of six feet from others, adhering to recognized hygiene best practices, and otherwise limiting exposure to COVID-19.

9) The individual will follow the safety, physical distancing, and hygiene protocols of the Organization.

10) This document will remain in effect until the Organization, per the direction of the provincial government and provincial health officials, determines that the acknowledgments in this Declaration of Compliance are no longer required.

11) The Organization may remove the individual from the facility or from participation in the activities, programs or services of the Organization at any time and for any reason if the Organization believes, in its sole discretion, that the individual is no longer in compliance with any of the standards described in this document.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Individual (If the age of majority)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian (if the individual is younger than age of majority)

### APPENDIX #3

Release of Liability, Waiver of Claims & Indemnity Agreement 1

## CURLING CANADA - 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.

2. As a participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized by:

#### Curling Canada

Ontario Curling Association  
Fenelon Falls Curling Club

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

#### 3. Curling Canada

Ontario Curling Association  
Fenelon Falls Curling Club

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

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4. 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. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous;
- b) A pertinent risk to participating in the sport of curling is the risk of suffering 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 in the sport of curling;
- 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 *COVID-19*
- 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 I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.

5. 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) 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, bacteria, parasites or other organisms or any mutation thereof.
- b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from premises.
- c) 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.
- d) Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
- e) Advice: negligent advice regarding the Activities.
- f) Ability: Failing to act safely or within my own ability or within designated areas.
- g) Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next.
- h) Cyber: privacy breaches, hacking, technology malfunction or damage.
- i) Conduct: My conduct and conduct of other persons including any physical altercation between participants.
- j) Travel: Travel to and from the Activities.

### APPENDIX #3

Release of Liability, Waiver of Claims & Indemnity Agreement 2

k) 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 curling programs, some of which are referred to above.

I have read and agree to be bound by paragraphs 3 and 4 \_\_\_\_\_

#### Terms

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

#### Release of Liability and Disclaimer

7. 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;

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- 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 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.

#### Jurisdiction

8. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the Province of Ontario and 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 to 7

#### Acknowledgement

9. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

Name of Participant (print) Signature of Participant Date \_\_\_\_\_

## APPENDIX #3

Informed Consent & Assumption of Risk Agreement 1

## CURLING CANADA - INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

### *For Participants Under the Age of Majority*

**WARNING! Parent or Guardian, please read carefully.**

**By signing this document, you will assume certain risks and responsibilities.**

**Participant's Name:**

**Participant's Date of Birth (yyyy/mm/dd):**

1. This is a binding legal agreement. **Clarify any questions or concerns before signing.**

2. As a Participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized:

#### CURLING CANADA

Ontario Curling Association

Fenelon Falls Curling Club

(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, orientational 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:

3. I am the Parent/Guardian of the Participant and have full legal responsibility for the decisions of the Participant.

#### Description and Acknowledgement of Risks

4. The Parties 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 of curling is the risk of suffering serious head injury should the Participant fall, trip, or stumble onto the ground or ice. It is highly recommended that the Participant wear a helmet at all times when participating in the sport of curling;
- 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 misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction;

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a) 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. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.

5. 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) 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, bacteria, parasites or other organisms or any mutation thereof.

b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from premises.

#### **APPENDIX #4**

Informed Consent & Assumption of Risk Agreement 2

c) 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.

d) Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.

e) Advice: negligent advice regarding the Activities.

f) Ability: Failing to act safely or within my own ability or within designated areas.

g) Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next.

h) Cyber: privacy breaches, hacking, technology malfunction or damage.

i) Conduct: My conduct and conduct of other persons including any physical altercation between participants.

j) Travel: Travel to and from the Activities.

***We have read and agree to be bound by paragraphs 1 – 4*** \_\_\_\_\_

#### **Terms**

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

a) 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;

b) 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;

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 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;

f) The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way;

g) 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;

h) That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; and,

i) That they are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment.

7. 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**

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8. 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.

***We have read and agree to be bound by paragraphs 5 to 7*** \_\_\_\_\_

**Acknowledgement**

9. 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 (print) Signature of Parent or Guardian Date

\_\_\_\_\_