

# BRITISH COLUMBIA AMATEUR ATHLETICS ASSOCIATION ASSUMPTION OF RISK AND WAIVER OF CLAIMS AND LIABILITY AGREEMENT

This is a binding legal agreement. Clarify any questions or concerns before signing/checking.

This Agreement must be signed/checked by the Participant and/or the Participant's parent/guardian (if applicable, when the Participant is younger than 19 years old) prior to participation. The Participant acknowledges and agrees to the terms outlined in this Agreement. When applicable, the Participant's parent/guardian acknowledges and agrees to the terms on behalf of the Participant.

## **ACTIVITIES**

The Participant is voluntarily participating in the sport of athletics and the Activities of the British Columbia Amateur Athletics Association and its affiliated clubs. The Activities are defined as and may include but are not limited to including spectating, orientation, instruction, practice, training, competitions, meets, races, personal or strength training, dry land training, training using machines or weights, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs, 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 and cross country running (collectively the "Activities").

British Columbia Amateur Athletics Association and its affiliated clubs and their respective directors, officers, committee members, members, employees, contractors, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities/courses 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 or when caused by the negligence of the Organization.

## **RISKS**

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.

These risks include:

- a) Advice: negligent advice regarding the Activities
- b) Ability: failing to act safely or within the Participant's own ability or within designated areas
- c) Conduct: the Participant's conduct and conduct of other persons including any physical altercation between participants
- d) Contact: contact with stationary objects, equipment, hazards or other participants and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury
- e) Health: executing physical techniques; physical exertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds

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f) Injuries such as death, serious neck and spinal cord injuries which may render the Participant permanently paralyzed or brain damaged; serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the body; and concussions or other head injuries, including but not limited to, closed head injury or blunt head trauma

g) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects or barriers that are a part of the premises, dangerous, unsafe, or irregular conditions on surfaces; extreme weather conditions; remoteness of certain locations and an inability to obtain emergency medical assistance; and travel to and from the premises

h) Sport: 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 and cross country running and its inherent risks, including but not limited to tripping, falling, jarring, and tumbling

i) Travel: travel to and from the Activities

j) 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 wear safety or protective equipment; and failure to use or operate equipment within the Participant's own ability

### **Negligence.**

The Organization may be negligent, which may include failure by the Organization to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with participation in the Activities.

### **TERMS**

In consideration of the Organization allowing the Participant to participate in the Activities, the Participant agrees:

a) That the Participant is not relying on any oral or written statements made by the Organization or their agents

b) That the Participant's mental and physical condition is appropriate to participate in the Activities

c) To comply with the rules and regulations for participation in the Activities

d) To comply with the rules of the facility or equipment as well as any directions or instructions from the Organization

e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation

f) That the Organization may secure transport to emergency medical services as it deems necessary for the Participant's immediate health and safety, and that the Participant shall be financially responsible for such services

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

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h) That it is the Participant's (or the Participant's parent/guardian, if applicable) sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant (or the Participant's parent/guardian, if applicable) acknowledges and accepts the suitability and conditions of the Activity

i) That the Participant (or the Participant's parent/guardian, if applicable) is responsible for choosing the Participant's safety or protective equipment and the secure fitting of that equipment

j) That the Participant is fully responsible for any loss of personal property and any costs associated with any related loss

### **DISCLAIMER**

The Participant assumes all risks arising out of, associated with or related to, participation in the Activities and waives any and all claims that the Participant may have now or in the future against the Organization. The Participant accepts and fully assumes all such risks and possibility of personal injury, death, property damage, expense, and related loss, including loss of income, resulting from participation in the Activities. The Participant forever indemnifies and releases 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 the Participant has or may have in the future, that might arise out of, result from, or relate to, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the Organization's negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

### **SEVERABILITY**

The Participant (and the Participant's parent/guardian, if applicable) acknowledges and agrees that if any provision in this Agreement is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions will be valid and enforceable to the fullest extent permitted by applicable law.

### **ACKNOWLEDGMENT**

The Participant (and the Participant's parent/guardian, if applicable) acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. They further acknowledge that by signing this Agreement they have waived their right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.