



RETURN-TO-PLAY GUIDELINES

A Resource for Boards of Directors, Volunteers
and Managers of Canadian Curling Rinks



Message from our CEO



At around this time last year, the Business of Curling Symposium in Canmore, Alta., produced an amazing array of ideas, suggestions and plans to make Canadian curling centres a place of welcome, warmth and fun in our respective communities.

Little did we know just how important those virtues would become, as today we find ourselves in the midst of a global pandemic that cut many curling seasons short and left many wondering about a path forward.

But I'm pleased to tell you there IS a path forward as we plan for the next curling season, and we all can play a role in bringing curling back to Canadians.

We can also learn from this experience and find ways to make our sport, and our business, better. This guide will offer some insight, helpful advice and recommended practices, in concert with civic, provincial and national guidelines, to help you prepare for the return of curling.

Yes, there will be some changes in the way we operate our curling centres, and many of those changes may reflect a new reality. But I truly believe our sport is well-positioned to cater to Canadians seeking that place of welcome, warmth and fun I spoke of earlier.

We've been urging Canadians to #keepcurling at home with commercials you may have seen on TSN. Now, the message will shift to simply #keepcurling, and working together with all of you, we are committed to getting Canada back on the ice this fall.

Good curling to all of you!

Katherine Henderson

Chief Executive Officer, Curling Canada

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Curling Canada and our Provincial/Territorial Member Associations are committed:

- To the health & well-being of our customers playing our sport at the community level in a safe environment to the satisfaction of local authorities
- To the health & well-being of our fans attending our sanctioned events
- To the health & well-being of our athletes in their training and competitive opportunities including field of play safety
- To unequivocal cooperation with the federal, provincial & territorial, and municipal governments and any Health Authority
- To being flexible to customize return to play plans in any jurisdiction

Curling is a sport played in more than 1,000 dedicated clubs or arenas in Canada. Our environment looks like this:

- Curling is a non-contact sport played most often in a custom built refrigerated arena.
- A single sheet of dedicated curling ice is on average 14'2" wide and 146' in length or a little over 2000 square feet.
- A normal game is about 2 hours in length with anywhere from 4-8 people on the sheet of ice.
- 37% of Canadian dedicated rinks have four (4) sheets (8000 sq. ft.). A full time slot in a 4-sheet club would be a maximum of 32 people on the ice.
- 22% of Canadian dedicated rinks have (3) sheets (6000 sq. ft.). A full time slot in a 3-sheet club would be a maximum of 24 people on the ice.
- 15% of Canadian dedicated rinks have (6) sheets (12000 sq. ft.). A full time slot in a 6-sheet club would be a maximum of 48 people on the ice.
- Ceiling heights vary but at minimum, they are 12' or higher.
- Average temperature in the ice area is 0° Celsius. It varies from building to building (depending on wall & ceiling insulation and heating systems) but can be in a range of -3° Celsius to +3° Celsius.
- Most clubs in Canada have locker rooms and warm areas complete with a licensed bar and some form of kitchen / restaurant. The warm areas are most often proportionate to the size of their ice surface. The bigger the ice area, the bigger the lounge.
- Most clubs have a minimum seating for the number of people who can be on the ice at any one time. For example, a 4-sheet rink will have a maximum of 32 people curling at any one time. Therefore, there would be minimum seating for 32 in the warm area normally in table arrangements for 8 people.

Please Note: *The information in this document are guidelines intended as a resource to adhere with provincial / territorial or local health authority guidelines.*



Eventually restrictions from our Provincial, Territorial and Federal governments and health authorities will lessen, however, Curling Canada understands there may be concerns on the part of your members, renters and staff as we return to play the game of curling. The safety of your customers and staff is first and the foremost principle in decision making for the near future.

With the assistance of various sources including input from a number of curling club managers, here are the “guidelines” established for returning-to-play at Canadian curling rinks.

While these guidelines are national by nature, you and your club **must** follow the authority of relevant agencies in your community / municipality / province / territory to customize your own plan. Further, these best practices may be expanded or changed based on evolving guidance from your governing authorities. **Use this document as a guide to develop your own program for start-up this Fall. What may be a physical distancing restriction in one province may be a very different restriction in another jurisdiction.** A locker room may be closed in Toronto but may be a fully accessible area in St. John's, NL.

These guidelines were designed for 8 people per sheet of ice considering restrictive physical distancing recommendations. If physical distancing recommendations are not as restrictive in your jurisdiction, adjust as you see fit to meet their mandated requirements. For example, you may be able to use locker rooms, or you can have two sweepers.

These guidelines target four areas to consider for any return-to-play policies:

- a) Authorities
- b) Curlers / Staff
- c) Building
- d) Programming / Planning

Board & staff to review any risks and/or complete a risk assessment

- Create an ad hoc committee to oversee returning to play. The committee could / should include your senior management, cleaning staff and ice technician.
- Source rules & guidelines from your applicable health authority. The rules in one community may be very different from another. **Customize your plan.**
- Agenda items:
 - Keep track of all updates from all applicable health authorities including updates from your provincial / territorial curling member association;
 - Observe all applicable physical distancing guidelines;
 - Report any COVID-19 cases to your local health authorities and your provincial / territorial curling member association.



- Older Canadians appear to be at greater risk. Our senior leagues may need special considerations, such as fewer people on the ice, which leagues consisting primarily of younger adults may not require.
- It may be a challenge for youth programs to be compliant with physical distancing guidelines (especially the little rock players). Consider postponing youth programming until guidelines are relaxed unless you can ensure physical distancing is enforced. Perhaps a requirement for one parent / guardian per youth player?
- Design a communication plan to stay in touch with your customers:
 - ✓ E-mail
 - ✓ Social media
 - ✓ Telephone chain
 - ✓ Traditional media





The decision to re-open for play belongs to each curling rink's management team and decision makers. You must consult your local authorities for the guidelines that apply to you. Then you can choose to re-open based on those guidelines using the recommendations of Curling Canada and our provincial / territorial member associations to customize your own plan.

GOVERNMENT OF CANADA

The Federal Government recommendations for gatherings (all applicable to a draw or time slot of curling)

- ✓ shaking hands not allowed;
- ✓ practice proper hygiene;
- ✓ physical distance between players (ideally to 2 metres);
- ✓ encouraging ill people and people who are at risk for severe illness not to attend;
- ✓ supporting hand hygiene by providing hand sanitizer dispensers in prominent locations.

PROVINCIAL / TERRITORIAL / MUNICIPAL

- ✓ Stay connected with your governments and health authorities (local, regional) by finding their web pages and signing up for newsletters, bulletins. Stay connected with the new guidelines for cleanliness.
- ✓ Connect with local refrigeration authorities to stay in step with any new guidelines to access the plant room among other things.
- ✓ Connect with the Restaurant & Bar industries to stay informed as to the operation of your Food & Beverage delivery.

RESOURCES

Health Authorities

<https://www.justice.gc.ca/eng/cv/author.html>

Federal Government COVID-19 Information

<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>

Federal Government Resources

<https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/awareness-resources.html>

Provincial & Territorial Information

<https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/symptoms/provincial-territorial-resources-covid-19.html>



Curlers (members / renters / casual users), staff and management should be made aware of your return-to-play guidelines and the role they need to play allowing them to come back to the rink when you can re-open under government-mandated conditions.

While some of this advice is “old news”, it doesn’t hurt to keep sharing. See *Appendix #1* for a one-page handout to share with curlers and staff, and post in-house in prominent locations.

Note: *We recommend that curling centres follow the General Safety & Cleanliness Guidelines even if they are allowed to reopen without restrictions (such as physical distancing).*

Hygiene

- ☐ All members, renters or those trying curling for the first time must sign a Declaration of Compliance plus a Waiver (signed by adults) or Assumption of Risk Form (signed by adults on behalf of minors). Note: weekly renters (based on your definition) should be given access to regular play if possible. See *Appendix 2 & 3*.
- ☐ If players or staff have symptoms, please tell them to stay at home.
- ☐ Keep your hands clean. Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, use alcohol-based sanitizer.
- ☐ Avoid touching your eyes, nose and mouth.
- ☐ Cough or sneeze into the bend of your arm.
- ☐ Avoid touching surfaces people touch often, such as:
 - Toilets and sinks
 - Door handles
 - Bar and bar tables
 - Stone handles (except your 2 stones in your game)

Your Curling Centre

- ☐ Publish and post your current occupancy load (with the effective date) assigned by your local authority.

(A) CLEANING PROTOCOL

- ☐ Undertake a full building clean prior to start up. Consult with your cleaning company or local authority.
- ☐ Your ad hoc committee should address where your high-touch surfaces might be. Then develop a plan to keep them clean based on traffic, frequency etc. The main entrance is an example. Keep a log of the cleaning activity.
- ☐ Provide your cleaning staff the necessary facilities and cleaning products to maintain a clean and safe workplace.



- ☐ Provide employees with any personal protective equipment recommended by occupational health and safety guidelines, and with training to ensure it is used correctly.
- ☐ Health Canada has published a list of hard surface disinfectants that are likely to be effective for use against COVID-19.
- ☐ Provide access to soap and paper towels in washrooms. Do not let them empty.
- ☐ Purchase and place hand sanitizing dispensers in prominent locations (entrances, ice area, lounge).

(B) CURLING CENTRE LAYOUT AND NAVIGATION

- ☐ Check with your local authorities about the use of locker rooms. You may have to insist on players arrive at the rink ready to play if access to locker rooms is restricted.
- ☐ Remove water dispensers (unless they are touchless). Players may bring their own containers (no alcohol). Individual containers do not need to be 6 feet apart, however, only the owner should handle their container.
- ☐ Investigate arriving in one door and exiting another.
- ☐ Use markers to show traffic flow: in the front door, to the ice, off the ice, out the exit door.
- ☐ Add temporary partitions to the lounge to create some extra change room space.
- ☐ Set up tables of eight with four chairs to maximize physical distancing.
- ☐ Investigate electric doors; touchless taps for sinks; automatic soap dispensers; automatic paper towel dispensers; touchless urinals and toilets.

(C) CURLING EQUIPMENT

- ☐ Rental equipment (sliders, brooms) should be disinfected after each use. Consider charging \$5 (or more) per item and use this revenue to hire someone to clean them.
- ☐ Consider removal of club-provided equipment from the ice shed such as stabilizers if you cannot ensure proper disinfection measures after each use.
- ☐ Stones:
 - Stones should be sanitized at the start of each draw.
 - Players select their two stones. No interchanging of stones during a game.
 - Players should not touch any stones other than their own. Let the player delivering the next stone retrieve their own stone.
 - Insist that the stones are lined up in single file in the corners.
- ☐ Measuring: remove gloves, sanitize your hands, conduct measure, return measure device to its normal location, sanitize your hands.



(D) PLAYING THE GAME

- ☐ In the short term, and under full capacity, open the doors 20 minutes before draw time and close them 5 minutes after the draw starts. Check with the local authority to determine whether to allow spectators in the warm areas while curling is on the ice.
- ☐ Instead of a hand shake, give a friendly wave or tap brooms to start the game.
- ☐ Do not use coins to decide the last stone advantage in the first end. The league convenors may assign them every game or, use an online tool on your phone: <https://justflipacoin.com/>
- ☐ Players stay on the same side of the sheet. For example, if you are playing on sheet 2, always walk or position yourself on the sideline to sheet 1. This will keep players 10 feet apart.
- ☐ Insert two small markings, located four feet from each aside of centre ice (roughly 69 feet from the end boards). *See Distancing Illustrations (Appendix 5).*

Non-Delivering Team: The two sweepers of the non-delivering team should be positioned on these marking while the other team is throwing. The player of the non-delivering team whose turn it is next to deliver should be positioned at hogline on the same side as the two sweepers. The Skip (or Vice-Skip) will stand on the backboards but no closer than the hack.

Delivering Team: The Skip has control of the house. The player whose turn it is to deliver is in the hack. The non-sweeping player is on the backboards. The sweeping player is at the T-Line. Once the stone has been released, the player who delivered the stone proceeds down the centre line of the ice until the halfway point to the marking or to the hog line if it is their turn next. After the stone comes to rest, the sweeper proceeds to the halfway markings. The non-sweeper travels to the halfway mark or the hog line depending on their turn to deliver or not.

- ☐ As it is a labour-intensive activity to sanitize the scoreboard numbers after each game, consider other methods of keeping score (example: record on one person's phone).
- ☐ One sweeper only on all delivered stones. No relaying (second sweeper taking over halfway down the sheet). The person in charge of the house is not allowed to sweep under any circumstance. The skip of the non-delivering must remain in the hack area until all stones come to rest. They are not allowed to sweep the opposition stone behind the tee-line. Lessening of physical distancing restrictions would/could allow this guideline to be removed.
- ☐ The skip or vice skip (not both) of non-delivering team must stand at the hack until the other team is finished playing and has relinquished control of the house.
- ☐ The skip or vice skip (both teams) may not sweep any stones (both colours) set in motion by the delivering team.
- ☐ If local regulations do not allow the opening of the bar or warm areas, players should leave the rink right after their game.



(E) LEAGUE CONSIDERATIONS

- ☐ Determine the number of curlers allowed to be in the ice area and design league play based on that number. For example, if your club is allowed 50% capacity and you have 4 sheets, you could:
 - Allow 16 players in the building and play doubles
 - Play traditional 4-person games on 2 of the 4 sheets
- ☐ Consider changing or staggering game times to help manage the number of people in the curling rink at any one time.
- ☐ Split starting times: instead of all games starting at 6 pm, start 50% of the games at 5:30 pm and the other 50% at 6:30 pm. Half of the players will be in the lounge an hour before the other half. Maximum stay in the lounge would be 45 minutes and then each player would be required to leave.
- ☐ Remind players to pay close attention to league schedules as game times and sheet assignments may be altered to ensure adherence to physical distancing.
- ☐ To alleviate times pressures, consider 7-end games.
- ☐ Alternate the start of games. Even-numbered sheets start at the home end and odd-number sheets start at the away end.
- ☐ If necessary, depending on schedules, do not allow any extra end games. If you must declare a winner, do a draw to the button.
- ☐ Consider a triples league. Only 6 players per sheet. Efficient physical distancing.
See www.curling.ca/about-curling/business-of-curling/covid-19-club-stimulation-program/

(F) MISCELLANEOUS CONSIDERATIONS

- ☐ Municipal health authorities may require you to collect information on all those who enter your facility for contact tracing in the event there is an outbreak at the curling rink. Consider options on how you will do this. As an option: Inform all teams (members/renters) they must assign one person per team for all leagues to contact the club by email prior to each draw with the names and e-mail addresses of their team line-up for the day. The rink must keep this information indefinitely.
- ☐ It is recommended that this information also be collected for all one-time users of the club.
- ☐ Masks: each curling rink should assess whether they should require players to wear a mask, either in the lounge and/or out on the ice (adhere to local authorities).
- ☐ Consider creative options to pay fees including early bird and monthly options.
- ☐ When bar/lounge areas are allowed to open, discourage cash. Consider credit or debit cards, chits, accounts.

(G) ICE MAKING EQUIPMENT

- ☐ We strongly suggest the rink's Ice Technician and/or their assistant(s) are the only persons allowed to handle ice making equipment: power scraper, hand scrapers, pebbling cans & heads, brooms, mops, garbage cans etc. In volunteer only rinks, assign specific individuals to these pieces of equipment. Then, develop a sanitization schedule as to when and how to clean the equipment.

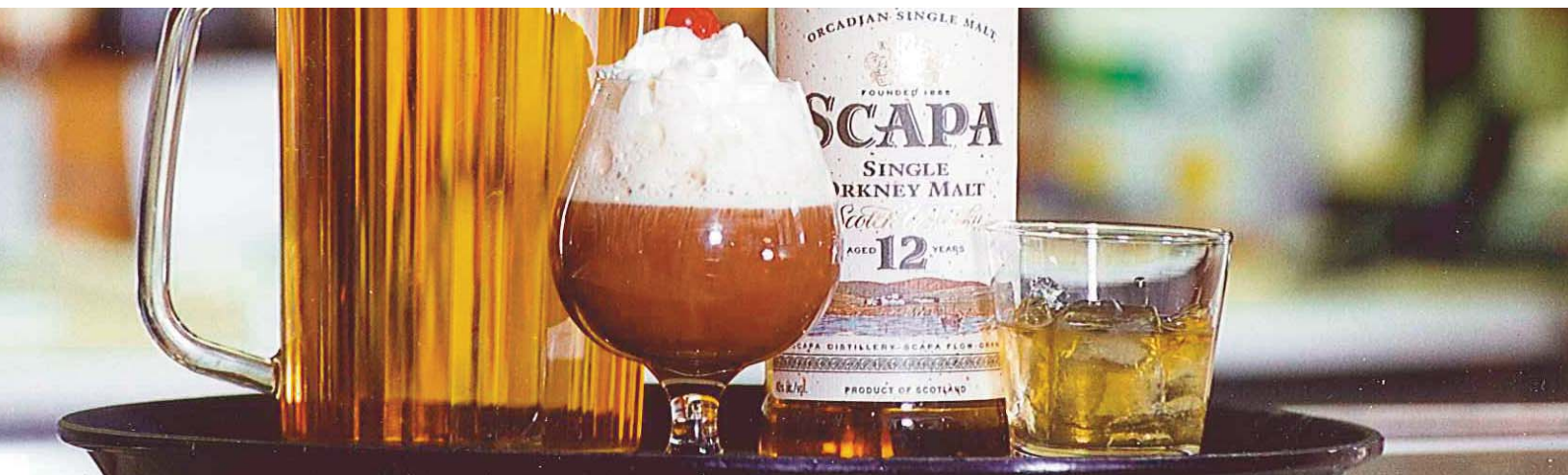
Please consult your local authorities for adherence to regulations in your area.

- ☐ [Disinfectants List \(EN\) List](#)
- ☐ [Disinfectants List \(FR\) List](#)
- ☐ Full cleaning of kitchen area before opening.
- ☐ Check expiration dates on all food products.
- ☐ Check all temperatures in freezers (-18°C or lower), refrigerators / coolers (4°C or lower), pantries (10-21°C).
- ☐ Keep all food covered with lids or wraps.
- ☐ Use proper utensils to reduce direct hand contact.
- ☐ Keep food items 6 inches off the floor on rack or shelves.
- ☐ Trained and knowledgeable Food Handlers help to ensure that food safety, personal hygiene and cleaning and sanitizing standards are being upheld. The SafeCheck® Advanced Canadian Food Certification is an effective way to gain Food Safety (food handler) Certification that includes COVID-19 awareness. *(Courtesy of Restaurants Canada).*
- ☐ Keep any cutlery, salt & pepper and any other condiments off your tables. Keep them clean and distribute only when asked. Or, use packaged condiments.
- ☐ Clean and sanitize re-usable menus.

Courtesy of Restaurants Canada - <https://www.restaurantscanada.org/industry-news/navigating-coronavirus-covid-19-resources-for-foodservice-operators/>

Re-opening the Bar

Please consult your local authorities for adherence to regulations in your area.





The lifeblood of any curling rink in our country are the customers whether they are members, renters or casual players. The local curling rinks are community hubs and are very important to each of the communities where they operate.

Part of this re-opening plan will be communicating with your members and other user groups. This is a priority. Message them about your plans. Survey them as to their eagerness or reluctance to return to play. We must be respectful of their needs if we hope to fully overcome this crisis as soon as possible.

Here are some real-life best practices we are sharing with you. They are from rinks all across the country.

- ☐ Survey your existing customer list asking them if they will return to play once the ice is in. The list should include members, renters and annual one-time only events (i.e. company bonspiels).

Ask them:

1. Will they return to play with physical distancing restrictions? Yes or No
2. If the answer is no, may we ask why?
3. Will they return to play without physical distancing restrictions, if permitted, yes or no?
4. Do you have any safety or cleanliness concerns on returning to play?

- ☐ E-mail your client list asking them to join your Facebook page, or to follow your Twitter feed. Encourage them to post what they have been doing during the pandemic. Or ask them to post curling photos from their curling past. All to keep the customer base active and aware.



Physical distancing and accepting reduced occupancy loads may allow you to re-open your doors to your customers, but will it be financially prudent for you to open your doors?

We strongly recommend your Board and staff (where applicable) review your expenses versus potential revenues to determine the feasibility of actually opening the doors.

Some fixed expenses you will incur when you open the doors:

- Electricity
- Water
- Other utilities (natural gas for heating as example)
- Insurance
- Property taxes or rent
- Ice technician and other start-up costs
- Other staff

Prepare a revenue projection so you can develop income / expense scenarios. If you require assistance with financial planning, please contact our return to play help group at returntoplay@curling.ca

Caution: Once your curling rink receives the go-ahead from the local health authority to open the doors, make sure you have enough contingency funding or access to emergency loans.

For example, if a second wave of the virus hits in November and you need to shut down again, you may need to deal with the start-up costs such as: ice paint, electricity costs, ice technician pay.

You will have to pay these costs while also reimbursing partial membership fees.

We would strongly recommend ensuring your finances can support another shutdown.



Competition Guidelines for Athletes (Arena Events)

- ☐ All competitors and coaches accessing any building hosting the competition will sign a declaration, and waiver if they have reached the age of majority, or, the parent/guardian of an athlete under the age of majority will sign an assumption of risk form.
- ☐ All competitors may be tested before the competition (including pre-competition practice).
- ☐ A team may bring an eligible 5th player, and/or a certified coach, and/or a registered high performance consultant to the field of play at national events, but only one of the three may be in the field of play. Teams may play with three (3) including the 4-person mixed championship.
- ☐ Locker rooms will be closed. Teams will arrive at the venue(s) dressed to play. Shoes will be changed at the scoreboard area of the designated sheet.
- ☐ Teams assigned to the top of the scoreboard will arrive at the venue 45-60 minutes before game time and will proceed to the away end of their designated sheet for warm-up prior to first practice. First practice will begin at away end using the clockwise rotation. The Last Stone Draw will be played towards the away end with the clockwise rotation. Once the results have been recorded, the teams assigned to the top of the scoreboard will move behind the away scoreboards to wait until the start of the game.
- ☐ Teams assigned to the bottom of the scoreboard will arrive at the venue 30-45 minutes before game time and will proceed to the home end of their designated sheet for warm-up prior to second practice. Second practice will begin at home end using the counter-clockwise rotation. The Last Stone Draw will be played towards the home end. Once the results have been recorded, the teams assigned to the top of the scoreboard will move to the front of the home scoreboards.
- ☐ Teams will be at each end of the sheet to be introduced. The game will be announced it can start. The non-delivering team (except for the skip) will be stationed between the hog lines. Once the stone is delivered, the non-delivering will move into place.
- ☐ During the game, if you need to switch stones, an official timeout will be called, the stones in question will be re-sanitized, and play will resume.
- ☐ Time clock operation will take into account the time to get ready to deliver.
- ☐ Skip / vice skip of non-delivering team must stand at the hack until the other team is finished and relinquishes control of the house.
- ☐ One sweeper only on all delivered stones. No relaying (second sweeper taking over halfway down the sheet). The person in charge of the house is not allowed to sweep under any circumstance. The skip of the non-delivering must remain in the hack area until all stones come to rest. They are not allowed to sweep the opposition stone behind the tee-line. Lessening of physical distancing restrictions would/could allow this guideline to be removed.
- ☐ Players stay on the same side of the sheet. For example, if you are playing on sheet B. Always walk or position yourself on the sideline to sheet A. This will keep players 10-12 feet apart.

- ❑ Insert two small markings, located four feet from each side of centre ice (roughly 69 feet from the end boards). See *Distancing Illustrations (Appendix 5)*.

Non-Delivering Team: The two sweepers of the non-delivering team should be positioned on these marking while the other team is throwing. The player of the non-delivering team whose turn it is next to deliver should be positioned at hogline on the same side as the two sweepers. The Skip (or Vice-Skip) will stand on the backboards but no closer than the hack.

Delivering Team: The Skip has control of the house. The player whose turn it is to deliver is in the hack. The non-sweeping player is on the backboards. The sweeping player is at the T-Line.

Once the stone has been released, the player who delivered the stone proceeds down the centre line of the ice until the halfway point to the marking or to the hog line if it is his/her turn next. After the stone comes to rest, the sweeper proceeds to the halfway markings. The non-sweeper travels to the halfway mark or the hog line depending on their turn to deliver or not.

- ❑ Scoreboards and measuring will be managed by umpires.
- ❑ No on-ice observers.
- ❑ At the 4th or 5th end break, teams will be assigned 'break' areas to allow for ice maintenance.
- ❑ Media scrums will include one athlete, one pool reporter and a videographer. Physical distancing will be respected. Athlete off-ice sessions are cancelled until further notice (i.e. autograph sessions).

Championships in Curling Clubs

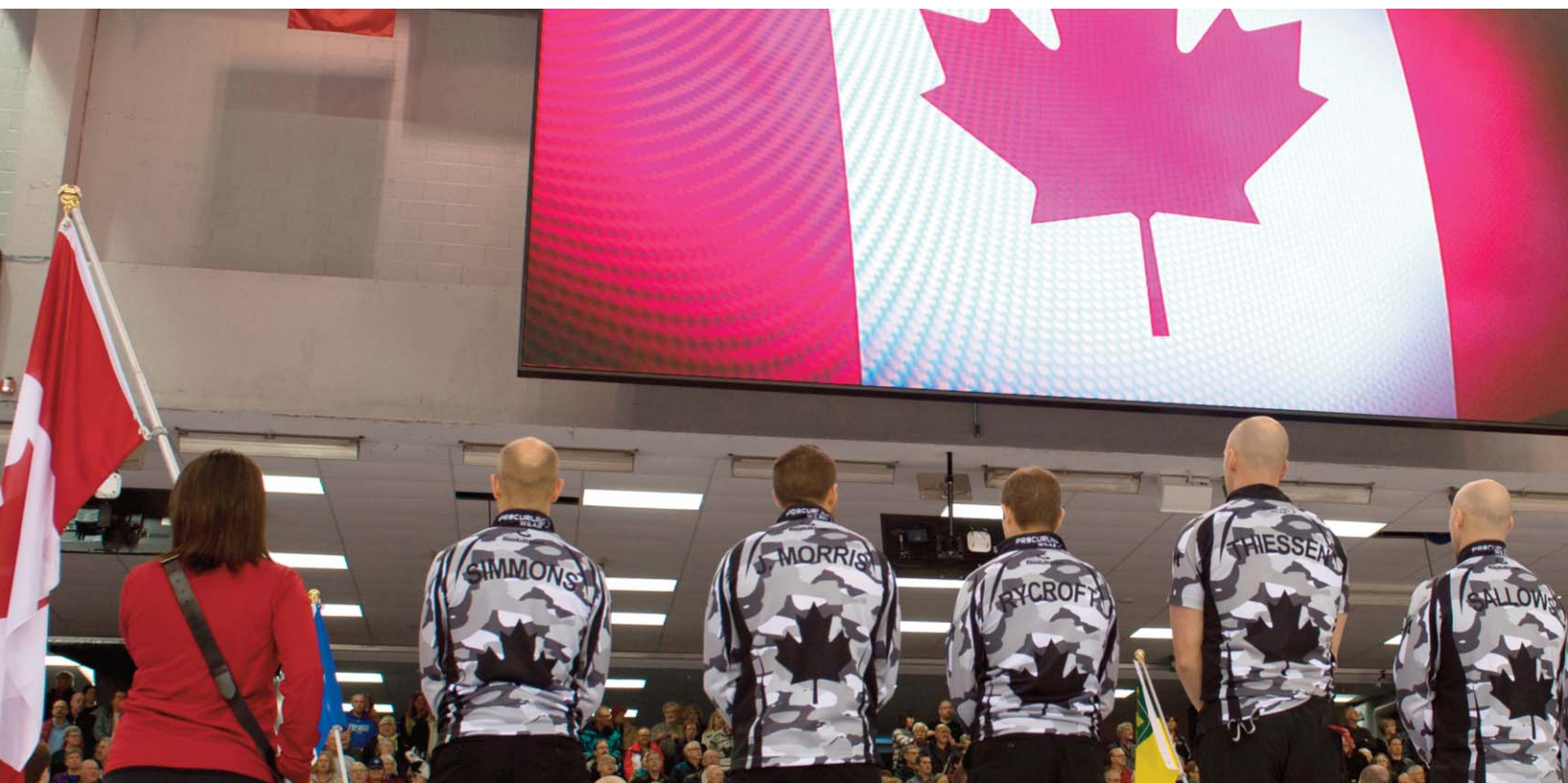
These Championships Guidelines were designed for arena events with 25 feet of carpeted area at each end. They can, however, be made to work for championships held in curling clubs though they may need customization. If physical distancing restrictions remain in effect, we suggest forming a small ad hoc committee to develop a basic plan to customize the championship guidelines for a specific club-based event. The committee should/could include the member association technical director, the championship event director / coordinator, the club manager and/or club president, and the chief umpire.

For example, the first named team on the draw may not be able to proceed to the far end to begin pre-game practice because of lack of space. A custom solution would be for the second named team to remain behind the glass in the warm area until it is their turn. The first team leaves via one door and the second team enters by the other door.

Provincial / Territorial championships using a knockout format can assign first practice and colour of stones in advance by showing it on the draw tree. Or, do a coin flip (justflipacoin.com) in the lounge for choice of practice or colour.

Bonspiels, cashspiels, club tournaments for dedicated curling rinks.

- Establish a 'cleanliness committee' to build your plan to host a tournament
- Contact the health authority with jurisdiction to get guidelines specific to your rink
- Review how you managed events in the past as a reference point to start your planning
- Consider:
 - Spacing of draws
 - Occupancy of building for warm areas
 - When players can arrive and when they should leave
 - Online results instead of big draw boards
 - Follow Curling Canada's guidelines for on-ice activity where applicable
 - Plan for warm-up areas, storage of equipment
 - Carefully plan food & beverage options (i.e. no buffets)
 - E-transfer cash prizes instead of merchandise
 - Consider modifying trophy presentations if under physical distancing restrictions
 - Participants must provide signed declarations and waivers with their entries. Avoid signing on site.



What if one of your participants exposes another participant to COVID-19? And that participant blames you?

We strongly recommend curling rinks update their waivers and forms before permitting individuals to participate in the sport of curling. Here is why.

All of the information in this section is copied and pasted from a blogpost on the Sport Law & Strategy Group website published on May 20th, 2020 and available here:

<https://sportlaw.ca/returning-to-participation-under-covid-19-updating-your-waivers-and-forms/>

BACKGROUND

The first part is a waiver background / primer. For some curling rinks, this may be the first time you are looking at waivers. Why does it say what it says? Should you use a template? Can a minor sign a waiver? We answer those questions in a helpful refresher of waiver basics.

The second part is about COVID-19. What should your waiver now include? Who needs to sign it? Should you have a separate 'return to play' protocol or does a waiver suffice?

IMPORTANTLY, one general reminder for everyone is that a minor cannot sign a contract that is not a benefit to them and therefore cannot sign a liability waiver. Also, and equally as important, a parent cannot sign a contract restricting their minor child's rights (which is what waivers do – limit their right to sue). This means that organizations can have adult participants sign a waiver but must use a different type of document for minor participants, such as an 'assumption of risk' form. This form still describes the physical and legal risks related to participation but does not limit the minor's right to sue. A parent/guardian can sign this form and indicate their consent of the potential harm to their child. *(From here on, we have used the term 'waivers and forms' to represent both documents).*

WAIVER PRIMER

A waiver is a legal contract signed by a participant who, in exchange for the opportunity to participate, gives up their right to seek legal recourse in the event of an injury. This includes injuries that occur as a result of the organization's negligence or inherent risks associated with the activity. The participant signs a waiver and accepts not only the physical risks of the sport – but the legal risks as well. The participant essentially waives their basic legal right to be compensated for an injury caused by your organization's negligence. A waiver should have the following features:

- Clear application to participants over the age of majority;
- A warning that the individual signing the waiver will waive their right to sue;
- Definition of the rink and the individuals who are being protected;
- References to releasing the organization from liability and claims related to the organization's own negligence;
- Comprehensive description of curling-specific physical risks;
- Signature of the participant.



ASSUMPTION OF RISK

A minor should not be given a waiver to sign and a parent / guardian cannot sign a waiver on behalf of a minor. Instead, parents / guardians of minor participants should sign an ‘assumption of risk’ form that describes the physical risks related to the participation. This form also serves as ‘informed consent’ that the parent / guardian is aware that their child may be injured as a result of their participation. This form should have the following features:

- Clear application to participants under the age of majority;
- Does not refer to waiving the right to sue or to the club’s negligence;
- Definition of the rink and individuals who are being included;
- Comprehensive description of curling-specific physical risks;
- Clear language that it is the parent / guardian who is accepting the physical risk to the participant;
- Signature of the parent / guardian (the signature of the minor participant is not required).

WAIVERS AND FORMS UNDER COVID-19

Many insurance underwriters are issuing a ‘contagion exclusion’ that explains that your insurance policy will not cover your curling rink for claims related to COVID-19. This is important information that should prompt a review of your waivers and forms. However, even if you have not received this type of notice, your organization should still include COVID-19 into your waivers and forms as a risk management practice.

Essentially, you should want to be protected from participants filing a claim against your organization should they become exposed or infected. How best to do this?

We recommend reviewing the four general strategies for risk management:

- Avoid
- Reduce
- Transfer
- Retain

AVOID

Avoiding the risk would involve not having any programs or services in which participants could interact with one another and / or with the same equipment or facilities. This would not be practical or desirable for most sport organizations.

REDUCE

Risk reduction strategies include these ‘return to play’ protocols. Some of these protocols will be curling-specific but others will be common throughout sport. In addition to the ‘return to play’ guidelines, we recommend introducing a ‘Declaration of Compliance’. This document would be signed by any individual who enters your facility and / or who participates in your club’s programming. Individuals younger than the age of majority would have a parent / guardian sign the document on their behalf. This Declaration does not replace a waiver or assumption of risk form. It is a risk reduction strategy and not a risk transfer strategy.



In general terms, this Declaration of Compliance should state that the individual pledges that they have not been exposed to COVID-19 in the past 14 days and they are taking reasonable steps to avoid being exposed. The Declaration should also say that your organization reserves the right to remove the participant from the facility or from your programming for any reason. The Declaration of Compliance is a risk reduction strategy that, ideally, reduces the number of people participating in your programming who have been exposed to COVID-19. We recognize, of course, that some individuals may be untruthful, and others may be unaware of potential exposure – which is why a waiver for adult participants (to transfer the legal risk) is still necessary.

TRANSFER

Insurance is one way that your organization will transfer its legal risks. But, as we mentioned above, we are aware that some insurance underwriters have a ‘contagion exclusion’ which leaves your organization at risk for claims related to COVID-19. This is why updating your waiver is vital.

As we mentioned at the beginning, a minor cannot sign a contract and therefore cannot sign a liability waiver. Also, parents / guardians cannot sign agreements limiting their child’s rights. So, a curling that has both adult and minor participants should have two documents – a waiver (for adult participants) and an assumption of risk form (for minor participants). Both documents should be updated to include the risk of COVID-19 exposure and infection.

The waiver (for adult participants) should be further updated to indicate that the participant will forever release and indemnify the organization from any action or claim related to the participant being exposed to COVID-19, including due to situations that were caused by the organization’s negligence.

RETAIN

Some of the risks related to COVID-19 must be accepted if your organization wants to continue to operate. But with the proper risk reduction and risk transfer strategies, the remaining risk will ideally be low.

CONCLUSION

Organizations want to resume operations, want to protect their participants, and want to protect themselves from the legal risks related to COVID-19. This protection comes in the form of risk reduction and risk transfer strategies. These strategies include:

- Return to Play protocols / guidelines
- Declaration of Compliance for COVID-19
- Waiver / Assumption of Risk form

ALL PLAYERS SHOULD SIGN BOTH DOCUMENTS:

- Age of Majority: sign the Waiver and sign the Declaration of Compliance
- Under the Age of Majority: parent or guardian signs the Assumption of Risk and the Declaration of Compliance (the person under the age of majority must be identified)

Appendix #1: Know the facts about COVID-19

Appendix #2: COVID-19 Declaration (Form)

Appendix #3: Waiver - Age of Majority

Appendix #4: Assumption of Risk - Under Age of Majority

Appendix #5: Distancing Illustrations



KNOW THE FACTS

ABOUT CORONAVIRUS DISEASE (COVID-19)

COVID-19 is an illness caused by a coronavirus. Human coronaviruses are common and are typically associated with mild illnesses, similar to the common cold.

Symptoms of human coronaviruses may be very mild or more serious, such as:

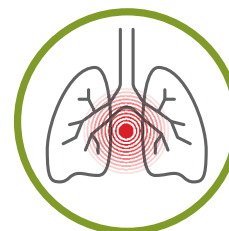
FEVER



COUGH



DIFFICULTY
BREATHING



Symptoms may take up to 14 days to appear after exposure to the virus.

Coronaviruses are most commonly spread from an infected person through:

- ▶ respiratory droplets when you cough or sneeze
- ▶ close personal contact, such as touching or shaking hands
- ▶ touching something with the virus on it, then touching your eyes, nose or mouth before washing your hands

These viruses are not known to spread through ventilation systems or through water.

The best way to prevent the spread of infections is to:

- ▶ wash your hands often with soap and water for at least 20 seconds;
- ▶ avoid touching your eyes, nose or mouth, especially with unwashed hands;
- ▶ avoid close contact with people who are sick;
- ▶ cough and sneeze into your sleeve and not your hands;
- ▶ practice **physical distancing** at all times;
- ▶ stay home if you are sick to avoid spreading illness to others;
- ▶ wear a **non-medical mask or face covering** (i.e. **constructed** to completely cover the nose and mouth without gaping, and secured to the head by ties or ear loops) to protect the people and surfaces around you.

Note: The Government of Canada has implemented an Emergency Order under the *Quarantine Act*. This order means that everyone who is entering Canada by air, sea or land has to stay home for 14 days in order to limit the spread of COVID-19. The 14-day period begins on the day you enter Canada.

- If you have travelled and have no symptoms, you must **quarantine** (self-isolate).
- If you have travelled and have symptoms, you must **isolate**.

For more information on coronavirus:

1-833-784-4397

canada.ca/coronavirus



Public Health
Agency of Canada

Agence de la santé
publique du Canada

Canada



DECLARATION OF COMPLIANCE – COVID-19

APPENDIX #2

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,

[insert name of PSO/TSO]

[insert name of Club]

(collectively the "Organization") require the disclosure of exposure or illness is 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.



- 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 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 Prince Edward Island in the past 14 days. If the individual travels, or if anyone in the individual's household travels, outside Prince Edward Island 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 acknowledgements 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:

Individual (If the age of majority)

Date:

Signature:

Parent/Guardian (if the individual is younger than age of majority)

Date:



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

[Insert the name of your Provincial / Territorial Association]

[Insert name of your 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**

[Insert the name of your Provincial / Territorial Association]

[Insert name of your 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

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.



- 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 soccer 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;
 - 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



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

[Insert Provincial Association]

[Insert 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:
 - 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 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;
 - c) 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;
 - 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.



- 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

- 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

