COVID 19 DIRECTIVES FOR ALL CURLING NB EVENTS

(All Technical Courses & Clinics, Athlete Development Camps/Clinics, Provincial Junior & CWG Events, Curling NB Meetings and All Other Curling NB Events)

Dated: October 3, 2021

Please Note: *This document is in addition to the previously released 2021-22 Covid 19 Competition Directives.*

Curling NB is committed to the safety and well being of all involved with Curling NB events. Failure to have adequate measures in place, and to strictly adhere to them, could be devastating to the safety of our course facilitators, course attendees, Host Club staff & volunteers and the Host Club community as well as to the reputation of Host Clubs, Curling NB and our sport in general. We must ensure that both Host Clubs and Curling NB have guidelines in place that meet or exceed those set out by Curling Canada (where applicable) and the Province of NB. The contents of this document are, at minimum, in keeping with the Province of NB requirements/restrictions as at the date of issue. Due to the fluidity of our current circumstances, the contents of this document are subject to change.

In these unprecedented times, Curling NB appreciates the full cooperation of all involved.

Please Note: Should restrictions in place by the Government of NB and/or the host club be in conflict with any of the items listed below, the more restrictive shall prevail.

<u>Coach, Ice Tech & Umpire Courses/Clinics and Athlete Development Camps/Clinics</u>

1. **All individuals**, including participants & facilitators, entering a host club during delivery of a Curling NB Technical Course/Clinic or Athlete Development Camp/Clinic will be required to provide proof of FULL Covid 19 vaccination and government issued photo ID.
2. It will be the responsibility of the host club to verify the documents outlined above each time any of the above-mentioned individuals enter the host club during the Curling NB event.
   Note: Host clubs have the option to follow the guidelines outlined in the 2021-22 Covid 19 Competitions Directives for recording proof of vaccination. UNDER NO CIRCUMSTANCES is Proof of Vaccination to be copied or photographed.
3. All individuals entering a host club during delivery of a Curling NB event mentioned above will be required to pass the Covid 19 screening questions.
   EXCEPTION: Should individuals provide host club with signed copies of documents outlined below (see attachments), screening questions will not be required.
   - Declaration of Compliance-Covid 19
     AND

- either a signed Release of Liability, Waiver of Claims & Indemnity Agreement (Age 19+) OR Informed Consent & Assumption of Risk Agreement (Age U19), whichever is applicable.
- **Please Note:** The above-mentioned Declaration AND applicable Waiver or Informed Consent must be signed and presented to the host club by all event participants.

4. Non-Medical Masks will be required by everyone entering a host club and must remain in place unless seated in a designated area for the purpose of eating or drinking OR seated with social distancing in place for the purpose of course facilitation.
5. Should a portion of any Tech Course/Clinic or Athlete Development Camp/Clinic require **on-ice play,** masks may be removed and normal rules of play, including regular sweeping rules, will be in effect. It is recommended that social distancing be observed whenever possible.
6. Handshaking at any time is STRONGLY discouraged.
7. Host club is to ensure an adequate number of hand sanitization stations are set up throughout the club.
8. Host club is to ensure Contact Tracking Record is maintained throughout the event and kept on file for a minimum of 30 following the event end date.

<u>Junior & Canada Winter Games Events</u>

1. **All individuals**, including participants, coaches, event volunteers, club staff, spectators, etc. entering a host club during a Curling NB junior or CWG event will be required to provide proof of FULL Covid 19 vaccination and government issued photo ID.
2. It will be the responsibility of the host club to verify the documents outlined above each time any of the above-mentioned individuals enter the host club during the Curling NB event.
   Note: Host clubs have the option to follow the guidelines outlined in the 2021-22 Covid 19 Competitions Directives for recording proof of vaccination. UNDER NO CIRCUMSTANCES is Proof of Vaccination to be copied or photographed.
3. All individuals entering a host club during a Curling NB junior or CWG event will be required to pass the Covid 19 screening questions.
   EXCEPTION: Should individuals provide host club with signed copies of documents outlined below (see attachments), screening questions will not be required.
   - Declaration of Compliance-Covid 19
     AND
   - either a signed Release of Liability, Waiver of Claims & Indemnity Agreement (Age 19+) OR Informed Consent & Assumption of Risk Agreement (Age U19), whichever is applicable.
   - **Please Note:** The above-mentioned Declaration AND applicable Waiver or Informed Consent must be signed and presented to the host club by all event participants.
4. Non-Medical Masks will be required by everyone entering a host club and must remain in place unless seated in a designated area for the purpose of eating or drinking. This mandate is in place for the purpose of protecting our most vulnerable. (ie: U12 spectators who, currently, are not eligible for vaccination and vaccinated individuals who, due to existing medical conditions, remain at a higher risk.)

5. Non-Medical Masks may be removed by players when entering the ice shed for game play however social distancing should be observed whenever possible.
6. Standard rules of play, including standard sweeping rules, will be in effect.
7. Handshaking is prohibited.
8. Host club is to ensure Contact Tracking Record is maintained throughout the event and kept on file for a minimum of 30 days following the event end date.

Curling NB Meetings and All Other Curling NB Events

Note: This section includes all events that fall under Curling NB and its affiliations but are not included in the above two sections or under the previously released 2021-22 Covid 19 Competition Directives.

1. **All individuals**, entering a host club during a Curling NB meeting or event will be required to provide proof of FULL Covid 19 vaccination and government issued photo ID.
2. It will be the responsibility of the host club to verify the documents outlined above each time any of the above-mentioned individuals enter the host club during the Curling NB event.
   Note: Host clubs have the option to follow the guidelines outlined in the 2021-22 Covid 19 Competitions Directives for recording proof of vaccination. UNDER NO CIRCUMSTANCES is Proof of Vaccination to be copied or photographed.
3. All individuals entering a host club during a Curling NB event will be required to pass the Covid 19 screening questions.
   EXCEPTION: Should individuals provide host club with signed copies of documents outlined below (see attachments), screening questions will not be required.
   - Declaration of Compliance-Covid 19
     AND
   - either a signed Release of Liability, Waiver of Claims & Indemnity Agreement (Age 19+) OR Informed Consent & Assumption of Risk Agreement (Age U19), whichever is applicable.
4. Non-Medical Masks will be required by everyone entering a host club and must remain in place unless seated in a designated area for the purpose of eating or drinking.
5. Social Distancing should be observed whenever possible.
6. Handshaking at any time is STRONGLY discouraged.
7. Host club is to ensure an adequate number of hand sanitization stations are set up throughout the club.
8. Host club is to ensure Contact Tracking Record is maintained throughout the event and kept on file for a minimum of 30 following the event end date.

PLEASE NOTE: At this time, it is the view of Curling NB that U12 athletes, being ineligible for vaccination, should not participate in province wide large-scale events. For this reason, in the short term and pending further developments, Curling NB will forego provincial jamborees for this age category until such time as it is clear that such events can be planned safely.

Curling NB is taking this decision in an effort to protect our most vulnerable, and our communities in general. It is the recommendation of Curling NB that smaller scale, more locally focused events be considered for this group of athletes. (ie: up to 20 teams from the same NB Health Zone, pending further guidance from Public Health.)

It is also recommended that for any such event, all eligible individuals entering the host club be required to provide proof of full Covid 19 vaccination, that masks be required by all individuals whether on or off the ice and that social distancing be maintained wherever possible. Host clubs should also maintain contact tracing records where prudent and as recommended or required by Public Health.

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DECLARATION OF COMPLIANCE – COVID-19

Individual Name (print): _____

Individual's Parent/Guardian: _____
(if the individual is younger than the age of majority)

Email: _____

Telephone: _____

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

Curling Canada, Curling NB and [insert the name of your 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 coronavirus disease, 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 non-contagious by provincial or local public health authorities.

3. If the individual is a front-line worker (such as hospital staff, long term care staff, or other individual who interacts with individuals who have confirmed or suspected cases of COVID-19), the individual has worn proper and approved Personal Protective Equipment at all times whenever they interacted with an individual who has a confirmed or suspected case of COVID-19 in the last 14 days.

4. If the individual is not a front-line worker, or other individual who interacts with individuals who have confirmed or suspected cases of COVID-19, they have not been exposed to a person with a confirmed or suspected case of COVID-19 in the last 14 days.

5. 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.

6. 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).

7. 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.

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. The individual will bring their own personal items and personal equipment (such as water bottles, bags, towels, etc.) at their discretion and will not share their personal items or equipment with other individuals.

11. 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.

12. 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 individual is the age of majority)

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

Date: _____

CONSENT FOR USE OF PERSONAL INFORMATION

The Participant (and the Participant's parent/guardian, if applicable) authorizes the Organization to collect and use personal information about the Participant for the purposes described in the Organizations' policies for privacy.

☐ I agree

CURLING CANADA INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(To be executed by parents/guardians of Participants under the Age of Majority)

WARNING! 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. As a Participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized by Curling Canada, Curling NB and [insert the name of your 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, orientation 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 terms outlined in this agreement.

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

Description and Acknowledgement of Risks

3. 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; and Covid-19;

    d. The COVID-19 disease 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.

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

    f. 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.

    g. Cyber: privacy breaches, hacking, technology malfunction or damage.

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

    i. Travel: Travel to and from the Activities

☐ **We have read and agree to be bound by paragraphs 1 to 4**

Terms

5. 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.

6. 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

7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in New Brunswick and they further agree that the substantive law of New Brunswick will apply without regard to conflict of law rules.

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

Acknowledgement

8. 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: _____

CONSENT FOR USE OF PERSONAL INFORMATION The Participant (and the Participant's parent/guardian, if applicable) authorizes the Organization to collect and use personal information about the Participant for the purposes described in the Organizations' policies for privacy.

I agree

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.

This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized by: Curling Canada: and Curling NB and [insert the 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, orientation or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned acknowledges and agrees to the terms outlined in this agreement.

Disclaimer

1. Curling Canada; and Curling NB and [insert the 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.

Description and Acknowledgement of Risks

2. 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 coronavirus disease 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.

☐ **I have read and agree to be bound by paragraphs 1 and 2**

3. 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 curling programs, some of which are referred to above.

Terms

4. 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.

☐ **I have read and agree to be bound by paragraphs 3 and 4**

Release of Liability and Disclaimer

5. 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 New Brunswick and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

6. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in New Brunswick and further agree that the substantive law of New Brunswick will apply without regard to conflict of law rules.

Acknowledgement

7. I acknowledge that I have read and understood 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.

☐ **I have read and agree to be bound by paragraphs 5 to 7**

Name of Participant (print): _____

Signature of Participant: _____

Date: _____

CONSENT FOR USE OF PERSONAL INFORMATION

The Participant (and the Participant's parent/guardian, if applicable) authorizes the Organization to collect and use personal information about the Participant for the purposes described in the Organizations' policies for privacy.

☐ I agree