



2021-22 COVID 19 COMPETITION DIRECTIVES
Provincial Events Leading to a National Championship
Host Club, Teams & Spectator Directives
Release Date: September 24, 2021

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 athletes, volunteers and 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 recommended or required by the Province of NB and consider the example set by Curling Canada. The contents of this document are, at minimum, in keeping with the Province of NB requirements/recommendations as at the date of issue. Due to the fluidity of all things "COVID" related, the contents of this document are subject to change.

In these unprecedented times, Curling NB appreciates your full cooperation as we strive to act in the best interest of our athletes, volunteers and the communities in which we play our sport.

Provincial Events Covered Under These Directives Include:

Mixed Doubles Championship, Scotties Prelim & Scotties Tournament of Hearts, Men's Prelim & Tankard, Seniors Championships, Mixed Championship, NB Masters Championships, NB Stick Curling Championships, U18 Championships, Junior(U20) Championships.

I: Curling NB Host Club Requirements/Directives

Host Club Presidents or delegates (ie: club manager) will be required to forward written confirmation to Curling NB that the club they represent will follow the directives set out below.

NOTE: Curling Canada/Curling NB Return-to-Play Guidelines, Curling NB Hosting Directives, Curling NB Rules for Provincial Play and all Curling NB Policies remain in effect. Should any item within the aforementioned documents conflict with the contents below, this document shall prevail. Should restrictions mandated by the Government of NB and/or host clubs be in conflict with any of the items listed below, the more restrictive shall prevail.

1. Host Committee/club will have adequate volunteers in place to ensure that **each and every individual** entering a host club during one of the events listed above to verify proof of FULL Covid 19 vaccination and to confirm identity with a government issued photo ID. (Host club MUST have an individuals stationed at each “operational” entry point to ensure no unvaccinated individuals can enter club.)
2. Vaccine Confirmation Record: Host Committee will prepare, in advance of the event, a list of all team members, including coaches, event umpires, ice techs, club staff & volunteers. As these individuals enter the club for the first time, please have Host Committee Delegate view & record Proof of Vaccine & Government Issued Photo ID. The Delegates name should also be recorded. The next time this individual enters the club for this event, Host Committee Delegate will only need to view ID and match it against the above-mentioned record. UNDER NO CIRCUMSTANCES is Proof of Vaccination to be copied or photographed by Host Committee Delegate. Host Committee Chair is to destroy the Vaccine Confirmation Record directly following the end of the event.
3. If the Host Committee wishes to maintain a Vaccine Confirmation Record for spectators, please ensure the steps above are followed. Otherwise, spectators will be required to show Proof of Vaccination and Photo ID each time they enter the club.
4. All individuals entering a host club must pass the Covid-19 screening questions unless signed 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, has been collected and is on file at the host club.
5. 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.)
6. Non-Medical Masks will not be required by athletes during play. (Masks may be removed once athletes enter the ice shed but must be replaced upon return to the club house.)
7. Host Committee/club is to ensure an adequate number of hand sanitizing stations are set up throughout the club.
8. Upon receipt of the team list from the Curling NB Executive Director and the draw schedule from the Draw Master, Host Club is to prepare & forward the following package to the Curling NB Executive Director, Curling NB Competitions Director, event Umpire and all team Contacts/Coaches:
 - Club restrictions that exceed those listed in this document. (ie: event flow chart)
 - Declaration of Compliance –COVID 19 (see attached and insert Club Name)
 - Release of Liability, Waiver of Claims and Indemnity Agreement (19+--see attached and insert Club Name)

- Informed Consent and Assumption of Risk Agreement (U19—see attached and insert Club Name)
 - Event Draw Schedule
 - Copy of this document.
9. Collect and maintain copies of signed “Declaration”, “Release of Liability/Informed Consent” forms mentioned in number 4 above. Host Club MUST be in possession of these documents at the time teams enter your club.
 10. Ensure adequate reserved seating is available for team coaches and, if applicable, (U18’s & Juniors) second team adult.
 11. Ensure Contact Tracking Registry is maintained throughout the event and kept on file for a minimum of 30 days following the event end date.
 12. Ensure rocks are sanitized between games.

II: Requirements of Participating Teams

1. Definition of “team” for the purpose of this document is: athletes, coach and second adult (Jr. teams) required to meet the Responsible Coaches Movement “Rule of Two”. Please note that at least one of the two Jr. team adults must be of the same gender as the team athletes.
2. **All team members MUST be fully vaccinated against Covid 19.:** **At the time of event registration, teams are required to forward an e-mail to nbca@nb.sympatico.ca providing confirmation that each team member is fully vaccinated.** Proof of vaccination and a photo ID will be required to enter the host club. UNDER NO CIRCUMSTANCES is Proof of Vaccination to be copied or photographed by Host Committee Delegate.
NOTE: Athletes & coaches requesting medical vaccine exemption are required to contact the Curling NB Executive Director prior to the event registration deadline date and be prepared to submit a Medical Certificate of Exemption signed by a healthcare provider.
3. It is the responsibility of the team coach to ensure all U18 and Junior team athletes are fully aware of the contents of this document.
4. Although Non-Medical Masks will be required throughout the host club, they will not be required once teams enter the ice shed. It is, however, recommended that teams attempt to be socially distanced when possible.
5. Prior to or at the time of entering the host club, athletes, coach & (Jr’s) second team adult must present signed Declaration of Compliance-COVID-19 AND Release of Liability, Waiver of Claims and Indemnity Agreement OR Informed Consent and Assumption of Risk Agreement to the host club. **NOTE:** No team will be permitted to participate until ALL team documents are presented to the host club.
6. Standard rules of play, including standard sweeping rules, will be in effect.
7. Handshaking with opposing teams before and after games is STRONGLY discouraged.

III: Requirements of Spectators

1. **Each and every individual** entering a host club during one of the events listed above **MUST** provide **proof of FULL Covid 19 vaccination** and to confirm identity with a **government issued** photo ID. **UNDER NO CIRCUMSTANCE** is Proof of Vaccination to be copied or photographed by Host Committee Delegate.
2. All spectators must pass the Covid-19 screening questions unless the host club has on file signed 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.
3. Non-Medical Masks will be required by everyone entering the building 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.)
4. All spectators must provide the required “contract tracking” information to the host club each time they enter the club. Contact tracking records will be kept on file for 30 days following the event end date.



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 New Brunswick 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