

NETBALL WAIVER

British Columbia Netball Association

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY**

TO: BRITISH COLUMBIA NETBALL ASSOCIATION, MEMBER TEAMS, FACILITIES RENTED BY THE BRITISH COLUMBIA NETBALL ASSOCIATION FOR COMPETITIONS OR EVENTS AND HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (there in collectively referred to as BC Netball)

Assumption of Risks.

I am aware that participation in the sport of Netball involves risks, dangers and hazards including but not limited to falling, tripping and collision with equipment and other persons, and the failure to act safely or within one's own ability or to stay within designated playing areas and **NEGLIGENCE ON THE PART OF BC NETBALL OR ITS PERSONEL. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF BC NETBALL OR ITS PERSONEL TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATION IN THE SPORT OF NETBALL.** I acknowledge that BC Netball is following the Provincial COVID 19 Response Plan and the BC Netball Return To Sport Plan but that this will not entirely eliminate the risks associated with the virus. I understand the COVID-19 risks include but are not limited to risk of contagion, and infection and the possible outcomes of infection may include bodily injury and death to myself and others that may come into contact with me.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS, including current risk of exposure to the Covid 19 virus, ASSOCIATED WITH PARTICIPATING IN NETBALL ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of BC netball accepting my registration as a member permitting me to participate in games, practices, and any other BC Netball sanctioned competitions and events I hereby agree as follows:

1. *TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against BC Netball and its directors, officers, employees, agents representatives, volunteers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES") and to RELEASE THE RELEASEES from any liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my participation DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE **OCCUPIERS LIABILITY ACT**, R.S.B.C. 1996, c337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE.*
2. *This agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.*
3. *This agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction: and*
4. *Any litigation involving the parties to this agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.*
 - o *In entering into this agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the activities other than what is set forth in this agreement.*
 - o *This agreement shall apply to all subsequent membership registrations*
5. **I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Name (Print clearly)

Date of Birth

Current Date

Postal Code

SIGNATURE _____

WITNESS _____

CHECKERS NETBALL CLUB

ADDITIONAL RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

1. Club Activities

I understand that my participation in activities organized, sanctioned or facilitated by Checkers Netball Club ("Checkers") is voluntary. "Activities" include, but are not limited to, netball games, league matches, tournaments, practices, training sessions, scrimmages, fitness and conditioning activities, warm-ups and cool-downs, skills, tactics and strategy sessions, social or recreational netball activities, club events involving physical activity, travel connected with participation, set-up and pack-down, and any session or activity organized or led on behalf of Checkers by a committee member, player, coach, captain, volunteer or other representative.

2. Released Parties

In this Agreement, the "Released Parties" means Checkers Netball Club together with its current and former directors, officers, committee members, coaches, captains, session leaders, volunteers, umpires, officials, members, players, employees, contractors, representatives, agents, successors and assigns. Where applicable, the Released Parties also include leagues, associations, tournament organizers, facility owners and operators, municipalities and other parties that permit Checkers to use facilities or participate in Activities.

3. Acknowledgement and Assumption of Risk

I understand that participation in netball and related physical activities involves inherent, foreseeable and unforeseeable risks. These risks include, but are not limited to: slips, trips and falls; collisions or contact with players, officials, equipment, walls, posts or other objects; being struck by a ball or equipment; sprains, strains, bruising, cuts and fractures; knee, ankle, shoulder, head or other injuries; concussion; aggravation of an existing injury or medical condition; overexertion, dehydration, dizziness or illness; injury from jumping, landing, pivoting, running or sudden changes in direction; equipment failure or improper use; differing levels of participant skill, fitness and experience; actions or errors of other participants; unsafe or unexpected playing-surface or facility conditions; inadequate or unavailable medical assistance; transportation or travel associated with an Activity; negligence, acts or omissions of the Released Parties; and other risks normally associated with competitive or recreational sport.

I acknowledge that these risks may result in serious injury, permanent disability, property damage or, in rare circumstances, death. I freely accept and fully assume all risks associated with my participation in the Activities.

4. Sessions Led by Committee Members and Volunteers

I understand that Checkers is a community sports club and that training sessions, practices, drills, warm-ups, fitness activities or other Activities may be organized or led by committee members, captains, players or other volunteers. Unless expressly stated otherwise, these individuals may not be professional coaches, personal trainers, physiotherapists, medical professionals or otherwise professionally qualified to provide sports or fitness instruction. I remain responsible for determining whether an exercise, drill or Activity is appropriate for my abilities, fitness level, injuries and health. I agree to stop participating and notify the person leading the session if I experience pain, dizziness, illness or another condition that makes continued participation unsafe.

5. Release and Waiver of Claims

In consideration of being permitted to participate in the Activities, I hereby release and forever discharge the Released Parties from any and all claims, demands, actions, damages, losses, costs or expenses arising from or connected with my participation in the Activities, including claims arising from personal injury, death, property damage or loss; negligence of any of the Released Parties; the organization, supervision or instruction of an Activity; decisions made by committee members, coaches, captains, session leaders or volunteers while organizing or conducting an Activity; and the condition, selection or use of facilities or equipment.

I understand that this means I am giving up the right to bring a claim against the Released Parties in respect of risks and circumstances covered by this Agreement, to the fullest extent permitted by law. Nothing in this Agreement is intended to exclude liability that cannot legally be excluded.

CHECKERS NETBALL CLUB - ADDITIONAL WAIVER

6. Indemnity and Hold Harmless

I agree, to the fullest extent permitted by law, to indemnify and hold harmless the Released Parties against claims, liabilities, losses, damages or expenses arising from my conduct while participating in an Activity; injury or damage I cause to another person or their property; or my failure to follow reasonable safety instructions, club rules or facility requirements.

7. Participant Responsibilities

- I will participate within my own abilities and limitations and am responsible for deciding whether I am physically able to participate.
- I will advise the relevant session leader of any injury or restriction that affects my safe participation where appropriate.
- I will use reasonable care for my own safety and the safety of others and comply with reasonable directions from coaches, committee members, captains, umpires, session leaders and facility staff.
- I will not knowingly participate while impaired by alcohol, recreational drugs or another substance that makes participation unsafe.
- I understand that Checkers cannot guarantee my safety or prevent every injury and that I am responsible for maintaining any personal health, travel or other insurance I consider appropriate.

8. Emergency Medical Assistance

If I become injured or ill during a Checkers Activity and am unable to provide instructions myself, I authorize Checkers representatives to seek reasonable emergency medical assistance on my behalf. I understand that Checkers committee members, coaches, captains and volunteers are not responsible for providing medical diagnosis or treatment unless appropriately qualified to do so. I accept responsibility for any costs associated with medical treatment or emergency transportation that are not otherwise covered.

9. Personal Property

I acknowledge that Checkers is not responsible for the loss, theft or damage of my personal belongings during Activities, except to the extent that liability cannot legally be excluded.

10. Duration and Governing Law

Unless Checkers specifies otherwise, this Agreement applies to all Checkers Activities in which I participate during the applicable registration season or year, including Activities taking place at different venues or organized in conjunction with another league, club or organization. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

11. Acknowledgement

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT. I understand the nature of the Activities and the risks associated with participation. I understand that this Agreement contains a release of liability and waiver of legal rights and that I am signing it freely and voluntarily. I have had sufficient opportunity to read this Agreement and ask questions before signing it.

Participant Full Name:

Emergency Contact Name:

Emergency Contact Phone:

Signature:

Date:

Witness Name:

Witness Signature:

■ I have read and understood this Checkers Netball Club Additional Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement and agree to be bound by it.