



## APPENDIX 25-7

# NATIONAL CHAMPIONSHIP LIABILITY WAIVER AND CODE OF CONDUCT

For Participants Over the Age of Majority in the Province or Territory in which the Athletic Activities are provided by the Organization

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY!**

Every Person MUST Read and Understand this Waiver before Participating in Athletic Activities

## ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

The following waiver of all claims, release from all liability, assumption of all risks and other terms of this agreement are entered into by me (the "Participant") with and for the benefit of Canadian Lacrosse Association, its directors, officers, employees, volunteers, coaches, officials, business operators, agents and site property owners or Occupiers (the "Organization"). "Occupiers" is defined in accordance with the definition of Occupiers contained in the Occupiers Liability legislation applicable to the Province or Territory in which the Athletic Activities are provided by the Organization.

1. "Athletic Activities" includes but is not limited to contact and non-contact sports, fitness activities, personal training instruction and activities, use of facilities, and fitness programs and services provided to the Participant by the Organization.
2. I am aware that there are inherent and significant risks ("Risks") associated with the participation in Athletic Activities. I am aware the those Risks include but are not limited to the potential for serious personal injury caused by any event or any condition of the facility or equipment where Athletic Activities are provided by the Organization, and health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps or soreness, and nausea. I understand the Risks are relative to my own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which I conduct myself while participating in Athletic Activities.
3. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Athletic Activities. I agree that although the Organization has taken steps to reduce the Risks and increase safety of the Athletic Activities, it is not possible for the Organization to make the Athletic Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Athletic Activities.
4. I acknowledge my obligation to immediately inform the nearest employee or others of the Organization if I feel any pain, discomfort, fatigue or other symptoms that I may suffer during and immediately after my participation in Athletic Activities. I understand I may stop participation at any time, and I may be requested to stop by an employee or others of the Organization who observes any symptoms of distress or abnormal response.
5. I confirm that I have reached the age of majority in the province or territory in which I am participating in Athletic Activities.
6. In addition to consideration given to the Organization for my participation in Athletic Activities, I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives"), agree:
  - a. to waive all claims that I have or may have in the future against the Organization;
  - b. to release and forever discharge the Organization from all liability for all personal injury, death, property damage, or loss resulting from my participation in the Fitness Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error of judgment of the Organization; and
  - c. to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Athletic Activities.
7. I acknowledge that my image may be replicated by photograph or video during a CLA event and I hereby release any proprietary rights that I may have in those images to the CLA and its member associations for the purposes of promoting the sport of lacrosse in Canada.
8. I agree that this waiver and all terms contained within are governed exclusively by the laws of the Province or Territory of Canada in which the Athletics Activities are provided to me by the Organization. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory. Any litigation to enforce this waiver must be instituted in the Province or Territory in which the Athletic Activities are provided by the Organization.



9. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself and my Legal Representatives.

**CODE OF CONDUCT**

- This code for conduct identifies the standard of behaviour, which is expected of all CLA members and participants, which for the purpose of this policy shall include all players, guardians, parents, coaches, officials, volunteers, directors, officers, committee members, convenors, team managers, trainers, administrators, CLA contractors, game announcers, authorized social media representatives, and employees involved in CLA activities and events.
- CLA is committed to providing an environment in which all individuals are treated with respect. Members and participants of the CLA shall conduct themselves at all times in a manner consistent with the values of the CLA, which include fairness, integrity and mutual respect.
- During the course of all CLA activities and events, members shall avoid behaviour, which brings the CLA or the sport of lacrosse into disrepute, including but not limited to abusive use of alcohol, use of non-medical drugs and use of alcohol by minors.
- CLA members and participants shall at all times adhere to the CLA’s operational policies, to rules and regulations governing CLA events and activities, and to rules and regulations governing any competitions in which the member participates on behalf of the CLA.
- Members and participants of the CLA shall not engage in any activity or behaviour which interferes with a competition or with any player or team’s preparation for a competition, or which endangers the safety of others.
- Members of the CLA shall refrain from comments or behaviours, which are disrespectful, offensive, abusive, racist or sexist. In particular, behaviour, which constitutes harassment or abuse, will not be tolerated, and will be dealt with under the CLA’s Harassment policy.
- Failure to comply with this Code of conduct may result in disciplinary action in accordance with the Discipline Policy of the CLA. Such action may result in the member losing the privileges, which come with membership in the CLA, including the opportunity to participate in CLA activities and events, both present and future.

By signing below, I (participant) am indicating that I have read and understand the Acknowledgement of Risk and Release of Liability and agree to abide by the Code of Conduct for this CLA National Championship.

<b>Participant Name</b>	<b>Organization Witness Name</b>
<b>Participant Address</b>	<b>Organization Witness Title</b>
<b>Participant Signature</b>	<b>Organization Witness Signature</b>
<b>Date</b>	<b>Date</b>