



## ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND RELEASE OF LIABILITY AGREEMENT

Participant Name: \_\_\_\_\_ Participant Date of Birth: \_\_\_\_\_

Participant Email address: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Email address: \_\_\_\_\_  
(if the Participant is younger than 18 years old)

This is a binding legal agreement. Clarify any questions or concerns before signing.

This Agreement must be signed by the Participant or by the Participant's parent/guardian when the Participant is younger than 18 years old (the "Parties"), prior to participation. The Parties acknowledge and agree to the terms outlined in this document.

### ACTIVITIES

The Participant is voluntarily participating in the sport of softball and the spectating, orientation, instruction, activities, competitions, programs, and services (collectively the "**Activities**") of Saskatchewan Softball and its softball teams and clubs. The Activities may include but are not limited to including competitions, tournaments, practices, training, personal or strength training, dry land training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs.

Saskatchewan Softball and its softball teams and clubs, and their respective directors, officers, committee members, members, employees, coaches, volunteers, umpires, 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.

### RISKS

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. These risks include:

- 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; sprains and fractures, spinal cord injuries, 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 or barriers that are a part of the premises such as fences, poles and stands; dangerous, unsafe, or irregular conditions on the grass, ground, field or other surfaces; extreme weather conditions; and travel to and from the 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 wear safety or protective equipment; and failure to use or operate equipment within the Participant's own ability

- d) Contact: contact with participants, sports equipment, vehicles, or other persons; and other contact that 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 the Participant's own ability or within designated areas
- g) Sport: the sport of softball and its inherent risks, including but not limited to running, tripping, falling, being hit with a ball or bat, or colliding with another participant
- h) Conduct: the Participant's conduct and conduct of other persons including any physical altercation between participants
- i) Travel: travel to and from the Activities

Cyber. The Organization may offer or promote online programming (such as virtual competitions) which have different foreseeable and unforeseeable risks than in-person programming. These risks include privacy breaches, hacking, technology malfunction or damage.

COVID-19. The COVID-19 disease has been declared a worldwide pandemic by the World Health Organization and 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 or any other contagious disease.

COVID-19 Protocol. The Organization may develop COVID-19 protocols to which all Participants and their parents/guardians must adhere. The Participant (and their parents/guardians, when applicable) has reviewed COVID-19 protocols and, when applicable, responded to any COVID-19 questionnaire or compliance declaration provided to the Participant by the Organization. The Organization has the discretion to remove any Participant (and their parents/guardians, if applicable) who does not comply with the protocols.

Negligence. The Organization may be negligent, which may include failure by the Organization to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with participation in the Activities.

## **TERMS**

In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:

- a) That they are 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
- b) That when the Participant practices, participates or trains in their own space or in a space provided by another person or organization, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant
- c) 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
- d) To comply with the rules and regulations for participation in the Activities
- e) That it is the Parties' sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Parties acknowledge and accept the suitability and conditions of the Activity
- f) 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
- g) That the Organization is not responsible for choosing Participants' safety or protective equipment and the secure fitting of that equipment

## **ACTIVITIES STATUS**

The Parties agree that the Organization has the discretion to cancel any scheduled Activities or modify the structure of any Activities due to a public health or safety issue.

The Parties agree that the Organization may implement and enforce guidelines for participation that may include signing declarations of compliance or requiring that personal protective equipment be worn by the Parties. The Organization has the discretion to remove any Party who does not comply with compliance protocols or wear personal protective equipment. When required, the Parties are responsible for providing their own personal protective equipment.

**DISCLAIMER**

When the Participant is 18 years old or older, the Participant assumes all risks arising out of, associated with or related to, participation in the Activities and waives any and all claims that the Participant may have now or in the future against the Organization. The Participant, when the age of majority or older, accepts and fully assumes all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from participation in the Activities.

When the Participant is 18 years old or older, the Participant forever releases 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 the Participant has or may have in the future, that might arise out of, result from, or relate to, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the Organization's negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

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. This Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Saskatchewan and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. The Parties agree to file any lawsuit against the Organization in the Province of Saskatchewan and further agree that the substantive law of the Province of Saskatchewan will apply with regard to conflict of law rules.

**ACKNOWLEDGMENT**

The Parties acknowledge that they have read and understand this agreement, that they have executed this agreement voluntarily, and that this agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. The Parties accept the physical risks, COVID-19 risks, and cyber risks and, when the Participant is 18 years old or older, that the Organization may be negligent. The Parties further acknowledge that by signing this agreement they have waived their right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant (if the Participant is 18 years old or older)

The undersigned acknowledges and agrees that they are a parent/guardian of the Participant and have legal responsibility for the decisions of the Participant.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian (if the Participant is younger than 18 years old)