

DECLARATION OF COMPLIANCE – COVID-19

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

Curling Canada, Yukon Curling Association, Whitehorse CC

(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 novel coronavirus, 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 noncontagious by provincial or local public health authorities more than 14 days prior to the date this Declaration of Compliance was signed.
3. The individual has not been exposed to a person with a confirmed or suspected case of COVID-19; OR If the individual was exposed to a person with a confirmed case of COVID-19, the date of exposure was more than 14 days prior to the date this Declaration of Compliance was signed.
4. 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.
5. 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).
6. 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.
7. The individual has not, nor has any member of the individual's household, travelled to, or had a lay-over in any country outside Canada, or in any province outside Yukon Territory in the past 14 days. If the individual travels, or if anyone in the individual's household travels, outside Yukon Territory after submitting this Declaration of Compliance, the individual will not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since the date of return.
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. 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.
11. 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(To be executed by Participants over the Age of Majority)

WARNING! By signing this document you will waive certain legal rights. Please read carefully.

- This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a participant in the activities, programs, services of Curling Canada, Yukon Curling Association, Whitehorse CC, collectively or independently and the sport of curling (collectively the "Activities"), the undersigned acknowledges and agree to the following terms:

Disclaimer

- Curling Canada, Yukon Curling Association, Whitehorse CC, their respective, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility, and representatives (collectively the "Organization") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by me during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organizations.

Description, Acknowledgement of Risks and Helmet Recommendation

- I understand and acknowledge that 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.
- I understand and acknowledge that 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.
- 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, injuries from:
 - Executing strenuous and demanding physical techniques in curling;
 - Dryland training including weights, running and massage;
 - Strenuous cardiovascular workouts;
 - Exerting and stretching various muscle groups;
 - Being struck by a broom, brush or curling stone;
 - The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - Physical contact with other participants, spectators, equipment and vehicles;
 - Running or sliding on the ice surface;
 - Falling while delivering the curling stone, skipping or sweeping;
 - Falling because of slippery ice, or uneven or irregular surfaces;
 - Spinal cord injuries which may render me permanently paralyzed;
 - Stepping onto the ice surface from the walkway or onto the walkway from the ice surface;
 - Stepping over dividers that divide one sheet of ice from the next;
 - Weather conditions which may result in hypothermia;
 - Travel to and from competitive events and associated non-competitive events, which are an integral part of the organization's activities.

Terms

- In consideration of the Organization allowing me to participate in the Activities, I agree:
 - That my physical condition is appropriate to participate in the Activities;
 - To comply with the rules and regulations for participation in the Activities.
 - That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring such to the attention of an Organization representative immediately.
 - That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for me in the Activities and I affirm that I have ascertained appropriate insurance to protect myself.

Release of Liability

- In consideration of the Organization allowing me to participate, I agree:

- The sole responsibility for my safety remains with me;
- To ASSUME all risks arising out of, associated with or related to my participation;
- To WAIVE any and all claims that I may have now or in the future against the Organization;
- 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, events and programs of the Organization; and
- To FOREVER RELEASE 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 may have or may 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 Organizations.

General

- I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement

- I acknowledge that I have read this Agreement and understand it, 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.