

CONSENT FOR USE OF INFORMATION, CONCUSSION AWARENESS AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT



READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

This agreement will apply to any and all activities, programs, and events sanctioned by Triathlon Ontario in which you participate.

1. DEFINITIONS

In this agreement, the following terms will apply:

- 1.1 "Agreement" means this agreement, in its entirety;
- 1.2 "Activity" or "Activities" means all of the activities, programs, and events sanctioned by Triathlon Ontario;
- 1.3 "Event Organizer" or "Event Organizers" means the person(s) and/or organization(s) who organize and/or produce the Activities, including their members, race directors, coaches, volunteers, officials, employees, and contractors;
- 1.4 "Organizations" means all sanctioned Event Organizers, sanctioned clubs, Triathlon Ontario, Triathlon Canada, World Triathlon (formerly the International Triathlon Union), the Canadian Centre for Ethics in Sport (CCES), the World Anti-Doping Agency (WADA), as well as their members, race directors, coaches, volunteers, officials, employees, and contractors;
- 1.5 "Participant" means the person, whether adult or minor, actually taking part in the Activities;
- 1.6 "Minor" means the minor Participant, being under 18 years old, and;
- 1.7 "Me", "Myself" or "I", means the Participant, if an adult; or the parent/guardian of a Minor.

2. GENERAL AGREEMENT

- 2.1 Consideration: In consideration of the Participant being permitted by the Organizations to participate in the Activities, I understand and acknowledge that I am legally agreeing to the provisions of this Agreement in its entirety, and that these provisions are being accepted and relied upon by the Organizations. **I hereby freely and voluntarily acknowledge and agree to all of the provisions of this Agreement, and on behalf of my spouse, children, parents, guardians, heirs, next of kin; and on behalf of any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.**
- 2.2 Disclaimer: I agree that the Organizations and their respective members, race directors, coaches, volunteers, officials, employees, contractors, directors, officers, organizers, committee members, participants, agents, and sponsors; owners and/or operators of event facilities; as well as municipal, regional, provincial, and federal governments; are **not responsible for any injury, damage, expense, loss of income, or loss of any kind suffered by the Participant during, or as a result of, participation in the sport of triathlon or the Activities.**
- 2.3 Voluntary Participation: **I certify that the Participant is participating voluntarily in the Activities.**
- 2.4 Denial of Entry or Disqualification: I understand and agree that the Organizations reserve the right, in their complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from the Activities. I expressly waive any claim for damages arising from the denial or revocation of an entry.
- 2.5 Jurisdiction: In any dispute arising related to the Activities I expressly consent to the personal jurisdiction of the courts located in Ontario, Canada. Further, I agree that venue over any such dispute is properly before the same national, provincial, or federal courts.
- 2.6 Term of Agreement: I understand and agree that **this Agreement will remain in effect and apply every time I and/or the Participant engage in any Triathlon Ontario Sanctioned Activities**, without requiring Me to sign an additional agreement for each Activity.
- 2.7 Severability: I agree that should any provision of this Agreement be deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.
- 2.8 Precedence and Severability of Similar Agreements: In cases where I have other agreements with the Organizations, similar to this Agreement or a part of this Agreement, I agree that **both agreements will remain in full force and effect**, regardless of the date executed. I agree that should any provisions of this Agreement and another agreement directly conflict, then the provision of this Agreement will prevail to the extent of the conflict. I agree that should any provision of the other agreement be deemed unlawful, void, or for any reason unenforceable, including by reason of conflict with a provision of this Agreement, that the unenforceable provision or part thereof will be deemed severable from the other agreement and will not affect the validity and enforceability of any remaining provisions in either agreement.

2.9 **By initialing here I confirm that I have read, understand, acknowledge, and agree to the above General Agreement. INITIAL: _____**

3. CONSENT FOR USE OF INFORMATION AND PHOTO RELEASE

- 3.1 I authorize the Organizations to collect and use My and/or the Participant's personal information supplied as part of a registration or collected during the Activities (hereinafter the Participant's Information) for purposes related to the Participant's participation in the Activities.
- 3.2 I agree that the Participant's Information may be shared among the Organizations.
- 3.3 I agree that the Organizations may send promotional information.
- 3.4 I grant permission to the Organizations to photograph and/or record the Participant's image and/or voice in any format, and to use this material to promote the Organizations through any media including but not limited to social media, newsletters, websites, television, film, radio, print and/or display form and waive any claim to remuneration for use of the materials so used.
- 3.5 I authorize the use of the Participant's Information by the Organizations in accordance with and for the purposes set out in the Organizations' privacy policies.
- 3.6 I authorize the Organizations to collect and share the Participant's Information, as well as the Participant's medical information, in relation to the Participant's removal from sport due to a concussion or suspected concussion. I specifically authorize the Organizations' to share the Participant's Information among the Organizations, with medical professionals, with the Participant's school if applicable, and with any other sports organizations or event organizers in whose activities the Participant may participate.
- 3.7 I agree to the Participant's Information being used for administration and governance purposes, including the management of results and rankings.

3.8 **By initialing here I confirm that I have read, understand, acknowledge, and agree to the above Consent for Use of Information and Photo Release. INITIAL: _____**

4. CONCUSSION AWARENESS AGREEMENT

- 4.1 I commit to uphold fair play and respect for all. I will play fair and I will encourage others to do the same.
- 4.2 I commit to learn how to recognize incidents which may cause a concussion, how to recognize concussion symptoms, and to report these to an official, coach, or designated person.
- 4.3 I commit to tell a coach, official, or team trainer and seek medical attention by a physician or nurse practitioner if I am experiencing any concussion symptoms.
- 4.4 I commit to supporting the return-to-sport process.
- 4.5 I commit to sharing the Participant's Information, as well as the Participant's medical information, in relation to the Participant's removal from sport due to a concussion or suspected concussion. I will share, and allow to be shared, the relevant information with the Organizations, with medical professionals, with the Participant's school if applicable, and with any other sports organizations or event organizers in whose activities the Participant may participate.
- 4.6 When I am responsible for athletes, I will provide opportunities before and after each training, practice, and competition to discuss and report possible concussions.

Concussion Resources: www.ontario.ca/page/rowans-law-concussion-awareness-resources

Triathlon Ontario Concussion Policy: www.triathlonontario.com/wp-content/uploads/Triathlon-Ontario-Concussion-Policy.pdf

4.7 **By initialing here I confirm that I have reviewed and agree to abide by the Concussion Awareness Agreement, Resources, and Policy. INITIAL: _____**

5. TERMS AND CONDITIONS

- 5.1 I acknowledge that unless I agree to and sign this Agreement, and **unless this Agreement remains in force and effect, the Participant may not participate** in the Activities.
- 5.2 I acknowledge and agree that it is My responsibility to determine whether the Participant is sufficiently fit and healthy enough to safely participate in the Activities, and I attest and certify that the Participant is or will be sufficiently fit and physically trained to participate in the Activities. I certify that the Participant has not been advised against participation in the Activities by any healthcare provider. I certify that the Participant has no physical or medical condition that would endanger the Participant or others due to participation in the Activities, or would interfere with the Participant's ability to safely participate in the Activities.
- 5.3 I agree that prior to participating in the Activities I will inspect the venue, race course, facilities, equipment, and/or areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the Event Organizer.
- 5.4 I agree to adhere to the Organizations' Codes of Conduct and Discipline both in and out of competition. I agree to abide by the rulings of race officials, and in the case of a competition dispute to utilize the Organizations' remedies through the avenues of protest set out in the competition rules.
- 5.6 I agree to read, be familiar with and abide by the Organizations' concussion policies, the Organizations' concussion codes of conduct, and the laws and regulations regarding concussions, reporting, and return to sport enacted by the Government of Ontario (Rowan's Law (Concussion Safety), 2018).
- 5.7 I agree to read and abide by the sanctioning bodies' drug and/or doping control rules, including Triathlon Ontario, Triathlon Canada, World Triathlon (formerly the International Triathlon Union), the Canadian Centre for Ethics in Sport (CCES), the World Anti-Doping Agency (WADA) drug testing requirements.
- 5.8 I agree to accept sole responsibility for the Participant's personal possessions and equipment, including but not limited to loss or damage during the activities, loss or damage during travel to and from the Activities, and loss or damage due to theft.
- 5.9 I attest that the Participant will have in effect at the time of the Activities, either government medical insurance (OHIP or another province's medical insurance); or similar private medical insurance such as travel medical insurance, that covers major medical expenses; and that such coverage will be valid in the jurisdiction in which the Activities take place.
- 5.10 I hereby consent to the Participant receiving medical care and treatment that may be deemed advisable in the event of injury, accident or illness while participating in the Activities, by the Organizations' medical designate, a physician, and/or a hospital. If necessary, I authorize the Organizations or any of their agents, employees, volunteers, affiliates and designees, any organizer or sponsor of the Event, or any Event volunteer, to consent to such medical care and treatment. I understand that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required, and is given to provide authority and power to render care which the above-mentioned may deem advisable in the exercise of their best judgment. I agree to be responsible and assume liability for any and all costs incurred as a result of the participant's participation in the Activities, not covered by insurance, including but not limited to: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Organizations from all liability for such costs.

5.11 **By initialing here I confirm that I have read, understand, acknowledge, and agree to the Terms and Conditions.** INITIAL: _____

6. ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

- 6.1 In consideration of the Organizations allowing the Participant to participate in the Activities, I hereby acknowledge that **I am aware of the risks, dangers, and hazards** associated with the Activities and with the sport of triathlon.
- 6.2 I acknowledge that the Activities are inherently dangerous and are extreme tests of the Participant's physical and mental limits that carry with them the potential for **serious bodily injury, permanent disability, paralysis, and death**.
- 6.3 I **acknowledge and assume all of the risks, dangers, and hazards of the Activities**, including but not limited to injuries from swimming, cycling, running, and transitions between same; executing strenuous and demanding physical techniques; vigorous physical exertion, strenuous cardiovascular workouts, and rapid movements; entering the water by running, diving, or jumping; extended time in water and underwater; crowded, chaotic, or disorienting swim conditions; extreme hot and/or cold weather, air, or water conditions which may result in dehydration, heatstroke, or hypothermia; mounting, dismounting, or falling off a bicycle; falls to the ground due to uneven terrain or surfaces; failure to properly use and/or mechanical failure of any piece of equipment; contact or collisions with vehicles, terrain, equipment, spectators, volunteers, or other participants; travel to and from the Activities, and preparation or training for the Activities; **any of which may result in: injuries to the eyes, face, teeth, head, and other parts of the body; bruises, sprains, cuts, scrapes, breaks, or dislocations; spinal cord injuries which may render the Participant permanently paralyzed; drowning, heart attack, or death**.
- 6.4 I understand that helmets are intended to help reduce the risk of serious head injury, however they cannot completely eliminate or prevent this risk. I recognize that helmets do not prevent injury to the wearer's face, neck or spinal cord.
- 6.5 Release of Liability: I **WAIVE, RELEASE, AND FOREVER DISCHARGE the Organizations** and their respective directors, officers, organizers, committee members, members, employees, coaches, volunteers, officials, participants, agents, contractors, and sponsors; owners and/or operators of event facilities; all other persons or entities involved with the Activities; all provincial, city, town, county, and other governmental bodies and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Activities or segments of the Activities take place; and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives (individually and collectively, the "Released Parties"); **from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from, or relate to My participation in the Activities** or My traveling to or from the Activities, **including My death, personal injury, partial or permanent disability**, negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the site of the Activities or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by the negligent acts, omissions, or the carelessness of the Released Parties.
- 6.6 Agreement Not to Sue: I **FURTHER COVENANT and AGREE NOT TO SUE** any of the Released Parties for any of the Claims arising from My participation in the Activities.
- 6.7 Indemnity Agreement: I **AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Organizations** from any and all expenses incurred, Claims made by Me or other individuals or entities, for liabilities assessed against the Organizations, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, My or the Participant's: breach or failure to abide by any part of this Agreement or any of the race sanctioning bodies' competitive rules, and/or actions or inactions which cause injury or damage to any other person.

6.8 **By initialing here I confirm that I have read, understand, acknowledge, and agree to the above agreement.** INITIAL: _____

7. ACKNOWLEDGEMENT AND AGREEMENT

- 7.1 I understand and agree that by accepting this Agreement as the parent/guardian of a Minor, I warrant that I am entitled to execute this Agreement as the parent or legal guardian of the Participant, that I am aware of all risks of the Activities to the Participant, and that being so informed, I consent to and assume all such risks Myself.
- 7.2 I understand and agree that by accepting this Agreement on behalf of a Participant other than myself, I warrant that I have the express authority and permission from the Participant to accept the terms of this Agreement on his or her behalf, or I am entitled to execute this Agreement on behalf of an incapacitated and/or mentally challenged Participant and that I have the legal capacity and authority to act on behalf of the Participant and to legally bind the Participant to the Agreement.
- 7.3 I agree to indemnify and hold harmless the Organizations for any expenses incurred, Claims made, or liabilities assessed against them, as a result of My insufficiency of legal capacity or authority to act on behalf of the Participant in the execution of this Agreement.

7.4 **By signing and dating below I acknowledge and agree that I have read this Agreement and understand it, that I have executed this Agreement voluntarily, and that this Agreement in its entirety is to be binding upon Myself, My heirs, executors, administrators and legal or personal representatives.**

SIGNATURE: _____ PRINT NAME: _____

DATE: _____