

**MANITOBA WHEELCHAIR SPORT ASSOCIATION
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT**

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

WARNING! Please read carefully. By signing this document, you will assume certain risks and responsibilities.

Participant's Name: _____ **Participant's Date of Birth:** _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the sports, activities, programs, classes, services provided and events sponsored or organized by Manitoba Wheelchair Sport Association and its affiliated clubs and teams (collectively the "Organization"), including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned being the Participant and Participant's Parent/Guardian (collectively the "Parties") acknowledges and agrees to the following terms outlined in this agreement:
2. I am the Parent/Guardian of the Participant and have full legal responsibility for the decisions of the Participant.

Description and Acknowledgement of Risks

3. The Parties understand and acknowledge that:
 - a) 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;
 - b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming;
 - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and
 - d) 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; 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.
4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards that they may be exposed to. The risks, dangers and hazards include, but are not limited to:
 - a) Physical contact with other participants, spectators, equipment, wheelchairs, the court, and other hazards;
 - b) Not wearing appropriate safety or protective equipment;
 - c) Overall Health and Physical Demands: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of physical fitness or conditioning, traumatic injury, 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.
 - d) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, wheelchairs, equipment or persons; dangerous, unsafe, or irregular conditions on floors, grass, turf or other surfaces, extreme weather conditions; travel to and from premises
 - e) 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 use or operate the equipment within my own ability
 - f) Contact: contact with wheelchairs, other equipment, or other persons, whether intentional or unintentional, is a common part of the Organization's programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
 - g) Advice: negligent advice regarding the Activities
 - h) Ability: Failing to act safely or within my own ability or within designated areas
 - i) Sport: the sport(s) itself and their inherent risks
 - j) Cyber: privacy breaches, hacking, technology malfunction or damage
 - k) Conduct: My conduct and conduct of other persons including any physical altercation between participants
 - l) Travel: Travel to and from the Activities

☐ **We have read and agree to be bound by paragraphs 1 - 4**

Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
- a) That when the Participant practices or trains in their own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
 - b) 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;
 - c) To comply with the rules and regulations for participation in the Activities;
 - d) To comply with the rules of the facility or equipment;
 - e) That if the Participant observes an unusually significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately;
 - f) The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way;
 - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
 - h) 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; and
 - i) That they are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment.
6. In consideration of the Organization allowing the Participant to participate, the Parties agree:
- a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, in any capacity; and
 - b) That 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; and
 - c) That this Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Manitoba and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of Manitoba and they further agree that the substantive law of the Province of Manitoba will apply without regard to conflict of law rules.

☐ ***We have read and agree to be bound by paragraphs 5 to 7***

Acknowledgement

8. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date

Name of Personal Support Worker (print)
(if applicable)

Signature of Personal Support Worker

Date