

# Curling Canada

# Returning To Play

## 2021-2022





## CEO MESSAGE

### What a difference 12 months make!



As I write this note to all of you, I do so with a sense of optimism that we are, finally, nearing the light at the end of the tunnel after the most stress-filled, tense, and, yes, scary curling season in the history of the sport.

Yes, there is work to be done, and, yes, we must be flexible and ready to make adjustments as circumstances dictate.

But we're seeing the path forward, and at the same time, we're seeing the numerous opportunities that will benefit all of us that lay ahead of us on that path as we prepare for a new curling season.

If your curling centre is preparing to open with your provincial/territorial health authority having some restrictions still in place, this guide will help navigate those restrictions and keep you, your employees and your curlers safe.

If, however, your curling centre is preparing to open with no restrictions in place? Well, take that ball and run with it and make this the best curling season ever! If you're looking for fresh ideas, we have many of those, too!

We can be proud that, as a sport, we still stand tall on the Canadian landscape — a sport that welcomes all, a sport that gives us a sense of belonging, a sport that makes us feel truly Canadian.

I want to take a moment to thank all of you for the hard work you did under the most trying of circumstances during the 2020-21 season. Many of you couldn't open your doors. Many of you opened your doors but close them early. And many were wondering on a daily basis IF you'd ever be able to open your doors again.

And all of you went through these trials and tribulations with Canadian curlers as your top priority — giving them the opportunity to participate in our sport in a safe environment

There is much to be learned from this most trying of seasons, and I urge you all to consider those learnings as you prepare for a new season that is filled with opportunities to grow your business and grow the sport.



I'll also remind you of an initiative we introduced this past season focusing on Diversity and Inclusion, and how you can make your curling centres even more welcoming and inclusive than they already are. You can find more information at [www.curling.ca/diversity-inclusivity](http://www.curling.ca/diversity-inclusivity).

A year ago, we started using the hashtag #keepcurling as a way to remind Canadians that our sport isn't going anywhere despite the pandemic. That message still resonates as we near the end of the pandemic, and that's in large part due to the hard work being done by all of you. You have my gratitude, respect and admiration for this.

I wish you all a safe and successful 2021-22 season!

**Katherine Henderson**

Chief Executive Officer, Curling Canada





## CONTENTS

Back to Normal	4
Principles	5
Marketing	6
Food & Beverage	8
Financial Diligence	9
Events	11
Waivers, Liability & Insurance	12
COVID-19 Guidelines Remain In Place	18
Appendix #1: Know the facts about the sport of curling	25
Appendix #2: COVID-19 Declaration (Form)	26
Appendix #3: Assumption of Risk - Under Age of Majority	28
Appendix #4: Waiver - Age of Majority	31

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## BACK TO NORMAL

### *#keepcurling*

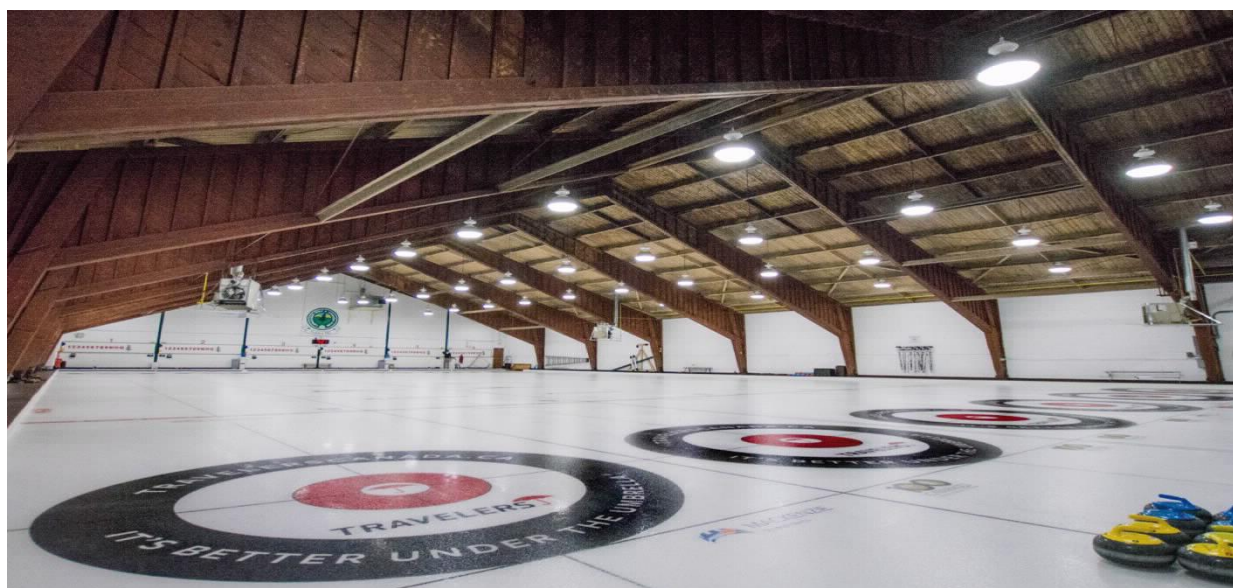
We look forward to when Covid-19 related restrictions from Provincial, Territorial and Federal governments (including any local health authority with jurisdiction) will lessen (as early as the start of the 2021-2022 curling season). Curling Canada, however, understands there may yet be concerns on the part of your members, volunteers, renters and staff as we return to play the sport of curling. The safety of your customers and staff is first and the foremost principle in decision making.

With caution and with the assistance of various sources, including input from the Member Associations and curling club managers, here are the updated “guidelines” established for returning-to-play at Canadian curling rinks for the Fall of 2021 under any manner of Covid-19 restrictions.

While they are national by nature, your club must follow the authority of relevant agencies in your community / municipality / province / territory to customize your own plan. Further, these best practices may be expanded or changed based on evolving guidance from your governing authority.

Use this document as a guide to develop your own program for start-up in the Fall of 2021.

***This document will begin with suggested best practices for starting up as normal this Fall. The second portion will re-state guidelines on how to operate under any form of Covid-19 restrictions.***





## PRINCIPLES

### Curling Canada & Provincial / Territorial Associations are committed:

- To the health & well-being of our members and customers playing our sport at the community level in a safe environment to the satisfaction of local authorities.
- To the health & well-being of our fans attending our sanctioned events.
- To the health & well-being of our athletes in their training and competitive opportunities including field of play safety.
- To unequivocal cooperation with the federal, provincial & territorial, and municipal governments and any Health Authority.
- To be flexible to customize return to play plans in any jurisdiction.

The decision to reopen for the 2021-2022 season belongs to each curling rink's management team. You must consult your local authorities for the guidelines that apply to you. Then you should reopen based on those guidelines and consider the recommendations of Curling Canada and your provincial / territorial member association to help customize your own plan.

## HEALTH AUTHORITIES

- Connect with your governments and/or health authorities with jurisdiction by finding their web pages and signing up for their newsletters, bulletins (accessing both traditional and social media platforms).
- Stay connected with any guidelines for cleanliness published by these authorities.
- Connect with your local refrigeration contractor to stay in step with any new guidelines to access the refrigeration room. Also, your 'plant' may have been shut down all of last curling season. Contact your mechanic to make sure the refrigeration system is ready to be safely turned on.
- Connect with the relevant food and beverage authority to stay informed as to the operation of your kitchen and bar.

## RESOURCES

**Health Authorities** (<https://www.justice.gc.ca/eng/cv/author.html>)

**Federal Government COVID-19 Information** (<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>)



# MARKETING

## Marketing – current customer base

The lifeblood of any Canadian curling rink are the customers whether they are members, renters or casual players. The local curling rink is a community hub and very important to each of the communities where they operate.

Part of any reopening plan – regardless of any restrictions - will be communicating with your members and all other user groups. **This is a priority.** Message them about your plans. Survey them as to their eagerness or reluctance to return to play. We must be respectful of their needs if we hope to fully overcome this crisis.

Here are some real-life best practices. They are from rinks all across the country!

- **Social Media** – announce your reopening plans on all your platforms (i.e. Facebook). Let them know about your health and safety measures. Share your pre-season discounts (if any) and any other special offers.
- **E-mail** – send a personal note to your membership outlining your plans. Offer a member-only discount. Stay in touch!
- **Web site** – ensure all information is up-to-date and accurate. Customers will rely on your landing page for information.
- **Survey** your existing customer list asking them if they will return to play once the ice is in. The list should include members, renters and annual one-time only events (i.e. company bonspiels). Ask them:
  - Will they return to play if physical distancing restrictions are still in place? Yes or No
  - If the answer is no, may we ask why?
  - If permitted, will they return to play without physical distancing restrictions, yes or no?
  - Do you have any safety or cleanliness concerns on returning to play?
- Over the summer, email your client list asking them to join your Facebook page or to follow your Twitter feed. Encourage them to post what they have been doing during the pandemic. Or ask them to post curling photos from their curling past. Keep your customer base active and aware!



## Marketing – new customers

This is a link on [www.curling.ca](http://www.curling.ca) outlining how to market your club to your community. It is a three-step process:

- **Step 1:** create your media campaign using social media and traditional media. The focus should invite them to a one hour 'try curling' or 'Curling 101' session
- **Step 2:** deliver the Curling 101 session(s)
- **Step 3:** insert them in your Learn To Curl program

<https://www.curling.ca/about-curling/business-of-curling/growing-the-sport-of-curling/>







## FOOD & BEVERAGE

**Please consult your local authorities for adherence to regulations in your area.**

- Full cleaning of kitchen & bar areas before opening.
- Check expiration dates on all products.
- Check all temperatures in freezers, refrigerators / coolers, pantries to ensure compliance.
- Use proper utensils to reduce direct hand contact.
- Keep items 6 inches off the floor on rack or shelves.
- Trained and knowledgeable Food Handlers help to ensure that food safety, personal hygiene and cleaning and sanitizing standards are being upheld. The SafeCheck® Advanced Canadian Food Certification is an effective way to gain Food Safety (food handler) Certification that includes COVID-19 awareness. (*Courtesy of Restaurants Canada*).
- Keep any cutlery, salt & pepper and any other condiments off your tables. Keep them clean and distribute only when asked. Or, use packaged condiments.
- Clean and sanitize reusable menus.

**Courtesy of Restaurants Canada** - <https://www.restaurantscanada.org/industry-news/navigating-coronavirus-covid-19-resources-for-foodservice-operators/>

## Re-Opening the Bar

It is crucial to consult with your local health authority in terms of re-opening the bar at the rink. Every jurisdiction may be different and compliance is very important. They will advise you what you may or may not do.



## FINANCIAL DILIGENCE

Physical distancing and accepting reduced occupancy loads may allow you to re-open your doors to your customers, but will it be financially prudent for you to open your doors?

We strongly recommend your Board and staff (where applicable) review your expenses versus revenues to determine the feasibility of actually opening the doors. Some fixed expenses you will incur when you open the doors:

Curling Expenses		
		Ice Technician: salary, benefits
		Materials / Supplies for ice making (paint, water, etc.)
		General Repairs and Maintenance
		Promotion / Marketing
		Association Dues Professional fees
		Utilities
		Refrigeration
		Other?
		<b>Subtotal - Curling expenses</b>
Administration Expenses		
		Manager: salary, benefits
		Admin Staff: salaries, benefits
		Stationery & Printing
		Internet / web site
		Bank Charges
		<b>Subtotal - Admin expenses</b>
General Expenses		
		Food and Beverage
		Property taxes
		Insurance
		Cleaning, maintenance, Covid related cleaning products
		<b>Subtotal - General expenses</b>



REVENUES		
		Membership fees
		Renter Fees
		Food & Beverage
		Advertising
		Pro Shop
		Government grants, Covid-19 assistance
		Others?
		<b>Subtotal - REVENUES</b>

Prepare a revenue projection so you can develop income / expense scenarios. If you require assistance with financial planning, please contact our return to play help group at [returntoplay@curling.ca](mailto:returntoplay@curling.ca)





## EVENTS

### Bonspiels, etc.

- Contact the health authority **with jurisdiction** to get guidelines specific to your rink.
- Establish a committee to build your plan to host a tournament making sure there is a focus on cleanliness and safety.
- Participants must provide signed declarations and waivers with their entries. Avoid signing on site.
- Review how you managed events in the past as a reference point to start your planning.
- Points to consider:
  - **Spacing of draws:** depending on the local rules, you may have to space draws so that the group playing at 9:00 AM does not crossover with the draw at 11:00 AM. You may want to schedule the draws at 9:00 AM and 1:00 PM. Or maybe schedule the games for six ends. The new normal does not have to be what it was pre-pandemic. Schedule when players can arrive and when they should leave.
  - **Occupancy of building for warm areas.** Check with local health for indoor dining requirements. This will allow you to make the decision on whether to have the bonspiel or not.
  - Follow Curling Canada's guidelines for on-ice activity.
  - Devise a plan for any warm-up area, the storage and rental of equipment, locker room use etc.
  - Carefully plan food & beverage options (i.e. no buffets). What is the safest way to serve food and beverages?
  - E-transfer cash prizes instead of merchandise.
  - Consider modifying trophy presentations if your rink remains under physical distancing restrictions.



## WAIVERS, LIABILITY & INSURANCE

We strongly recommend curling rinks update their waivers and forms before permitting individuals to participate in the sport of curling.

All of the information in this section is copied and pasted from a blogpost on the Sport Law & Strategy Group website published on May 20th, 2020 and available here:

<https://sportlaw.ca/returning-to-participation-under-covid-19-updating-your-waivers-and-forms/>

### BACKGROUND

Here is the opinion of Sport Law & Strategy Group for re-opening in 2021-2022 (July 1, 2021):

#### Declaration of COVID Compliance

The use of waivers and declarations of COVID compliance have been widely implemented over the past year. With the ongoing presence of COVID variants, it is anticipated that there will be continuing concerns regarding the potential transmission of COVID for the immediate to medium term.

In our view, both waivers and declarations play an important role in the risk management strategies of organizations. Waivers are an imperfect but valuable tool for organizations looking to limit their potential liability arising from a COVID-19 exposure at one of their events.

Declaration also has a role in promoting safe environments at facilities and minimizing the risks of COVID exposures. Generally, declarations require an individual to affirm that they have followed existing guidelines from public health authorities (such as no interprovincial travel or visiting known exposure sites), have not been exposed to COVID-19 in the past 14 days and that they have taken appropriate steps to minimize any potential exposure. The declaration should clearly state that the organization can remove any individual from a facility or activity, for any reason at the sole discretion of the responsible organization.

However, it is important to maintain a clear distinction between waivers and declarations as the role and purpose of these documents in terms of managing the risks of an organization are distinct. Further, in some situations, it may be impractical or impossible to have individuals sign waivers, such as during events with a significant number of spectators.

**Accordingly, for the foreseeable future, we recommend keeping COVID declarations separate from any general liability waivers.**





## WAIVERS

The first part is a waiver backgrounder / primer. For some curling rinks, this may be the first time you are looking at waivers. Why does it say what it says? Should you use a template? Can a minor sign a waiver? We answer those questions in a helpful refresher of waiver basics. The second part is about COVID-19. What should your waiver now include? Who needs to sign it? Should you have a separate 'return to play' protocol or does a waiver suffice?

IMPORTANTLY, one general reminder for everyone is that a minor cannot sign a contract that is not a benefit to them and therefore cannot sign a liability waiver. Also, and equally as important, a parent cannot sign a contract restricting their minor child's rights (which is what waivers do – limit their right to sue). This means that organizations can have adult participants sign a waiver but must use a different type of document for minor participants ('assumption of risk' form). This form still describes the physical and legal risks related to participation but does not limit the minor's right to sue. A parent/guardian can sign this form and indicate their consent of the potential harm to their child. (From here on, we have used the term 'waivers and forms' to represent both documents).

## WAIVER PRIMER

A waiver is a legal contract signed by a participant who, in exchange for the opportunity to participate, gives up their right to seek legal recourse in the event of an injury. This includes injuries that occur as a result of the organization's negligence or inherent risks associated with the activity. The participant signs a waiver and accepts not only the physical risks of the sport – but the legal risks as well. The participant essentially waives their basic legal right to be compensated for an injury caused by your organization's negligence. A waiver should have the following features:

- Clear application to participants over the age of majority;
- A warning that the individual signing the waiver will waive their right to sue;
- Definition of the rink and the individuals who are being protected;
- References to releasing the organization from liability and claims related to the organization's own negligence;
- Comprehensive description of curling-specific physical risks;
- Signature of the participant.



## ASSUMPTION OF RISK

A minor should not be given a waiver to sign and a parent / guardian cannot sign a waiver on behalf of a minor. Instead, parents / guardians of minor participants should sign an 'assumption of risk' form that describes the physical risks related to the participation. This form also serves as 'informed consent' that the parent / guardian is aware that their child may be injured as a result of their participation. This form should have the following features:

- Clear application to participants under the age of majority;
- Does not refer to waiving the right to sue or to the club's negligence;
- Definition of the rink and individuals who are being included;
- Comprehensive description of curling-specific physical risks;
- Clear language the parent / guardian accepting physical risk to the participant;
- Signature of the parent / guardian (signature of the minor is not required).

## WAIVERS AND FORMS UNDER COVID-19

Many insurance underwriters are issuing a 'contagion exclusion' that explains that your insurance policy will not cover your curling rink for claims related to COVID-19. This is important information that should prompt a review of your waivers and forms. However, even if you have not received this type of notice, **your organization should still include COVID-19 into your waivers and forms as a risk management practice.** Essentially, you should want to be protected from participants filing a claim against your organization should they become exposed or infected. How best to do this?

We recommend reviewing the four general strategies for risk management:

- A. Avoid;
- B. Reduce;
- C. Transfer;
- D. Retain.

## AVOID

Avoiding the risk would involve not having any programs or services in which participants could interact with one another and / or with the same equipment or facilities. This would not be practical or desirable for most sport organizations.



## REDUCE

Risk reduction strategies include these 'return to play' protocols. Some of these protocols will be curling-specific but others will be common throughout sport. In addition to the 'return to play' guidelines, we recommend introducing a 'Declaration of Compliance'. This document would be signed by any individual who enters your facility and / or who participates in your club's programming. Individuals younger than the age of majority would have a parent / guardian sign the document on their behalf. This Declaration does not replace a waiver or assumption of risk form. It is a risk reduction strategy and not a risk transfer strategy.

In general terms, this Declaration of Compliance should state that the individual pledges that they have not been exposed to COVID-19 in the past 14 days and they are taking reasonable steps to avoid being exposed. The Declaration should also say that your organization reserves the right to remove the participant from the facility or from your programming for any reason. The Declaration of Compliance is a risk reduction strategy that, ideally, reduces the number of people participating in your programming who have been exposed to COVID-19. We recognize, of course, that some individuals may be untruthful, and others may be unaware of potential exposure – which is why a waiver for adult participants (to transfer the legal risk) is still necessary.

## TRANSFER

Insurance is one way that your organization will transfer its legal risks. But, as we mentioned above, we are aware that some insurance underwriters have a 'contagion exclusion' which leaves your organization at risk for claims related to COVID-19. This is why updating your waiver is vital.

As we mentioned at the beginning, a minor cannot sign a contract and therefore cannot sign a liability waiver. Also, parents / guardians cannot sign agreements limiting their child's rights. So, a curling rink with both adult and minor participants should have two documents – a waiver (for adult participants) and an assumption of risk form (for minor participants). Both documents should be updated to include the risk of COVID-19 exposure and infection.

The waiver (for adult participants) should be further updated to indicate that the participant will forever release and indemnify the organization from any action or claim related to the participant being exposed to COVID-19, including due to situations that were caused by the organization's negligence.



## RETAIN

Some of the risks related to COVID-19 must be accepted if your organization wants to continue to operate. But with the proper risk reduction and risk transfer strategies, the remaining risk will ideally be low.

## CONCLUSION

Organizations want to resume operations, want to protect their participants, and want to protect themselves from the legal risks related to COVID-19. This protection comes in the form of risk reduction and risk transfer strategies. These strategies include:

- Return to Play protocols / guidelines
- Declaration of Compliance for COVID-19
- Waiver / Assumption of Risk form

## ALL PLAYERS SHOULD SIGN BOTH DOCUMENTS

- Age of Majority: sign the Waiver and sign the Declaration of Compliance.
- Under the Age of Majority: parent or guardian signs the Assumption of Risk and the Declaration of Compliance (the person under the age of majority must be identified).

## YOUR INSURANCE POLICY

In all likelihood, your curling rink's insurance policy premiums will increase during and post Covid-19. We have been hearing from many clubs about these new, higher premiums. We recommend contacting your insurance broker for a review of your new premiums and coverage.

## VACCINATION PASSPORTS

Restricting Activities to Fully Vaccinated Individuals: As vaccination rates increase across the country, there has been a growing discussion around allowing individuals who have been fully vaccinated to enjoy greater freedoms and access to programming. The debate around 'Vaccination Passports' is multifaceted.

An underlying assumption involving the use of these passports is that individuals are required or requested to disclose personal health information to access programming or be granted access to a facility. While there are potential benefits to these documents, there are significant legal issues to consider.

The use of vaccination passports has the potential to encroach on the rights of participants, including substantial privacy concerns around the collecting and storage of personal health information. This type of information is highly confidential and tightly regulated by provincial and federal legislation. Other concerns



include potentially discriminating against individuals who may have valid reasons for not being vaccinated or who may be unable to receive a vaccination, including pre-existing medical conditions or religious beliefs. Requiring individuals to prove that they are fully vaccinated may expose an organization to legal liability, including the possibility of human rights complaints.

Curling Canada recommends that all people participating in the game of curling and eligible for vaccination, be fully vaccinated against COVID-19, subject to a review of provincial/territorial applicable legislation relating to vaccinations, privacy, health information and human rights. Please consult your provincial/territorial member association and legal counsel before proceeding either way.

#### **PERSONS AGES 12-18** **Not in original document.**

There are new 'rules' in many jurisdictions about requesting government ID for people in this age group. They can be asked for proof of vaccination but not necessarily other valid ID. Please check with the appropriate jurisdiction for your area.

#### **PERSONS AGES 12-18** **Not in original document.**

Standard Covid-19 safety protocols first outlined in 2020, should be implemented for U-12 curlers. Mandatory masks, social distancing, sanitize stones etc. should be in place for this age group.

## **COVID SURCHARGES**

COVID surcharges are an increasingly common fee charged by many businesses. These fees are intended to offset additional costs incurred by organizations related to COVID, such as the purchase of personal protective equipment (PPE), increased cleaning requirements and the installation of protective barriers, as well as other safety measures.

Facilities may consider implementing these fees, but they must be transparent about any additional fees charged. It is highly recommended that all organizations disclose the added fees and clearly communicate these changes to their participants.

There are some reputational concerns to consider when charging COVID related fees, as participants may be frustrated by these charges. Organizations must be aware of the negative optics of charging additional amounts. It is important to also consider agreements with any funding partners and to confirm whether COVID surcharges are prohibited by these agreements, particularly if an organization has received funding specifically intended to offset COVID related expenses.





## COVID-19 GUIDELINES REMAIN IN PLACE?

### IF COVID-19 RESTRICTIONS REMAIN IN PLACE...

These guidelines were designed for eight (8) people per sheet of ice considering physical distancing recommendations. If physical distancing recommendations are more restrictive or less restrictive in your jurisdiction, adjust as you see fit to meet their mandated requirements. For example, you may be able to use the locker areas or you may only be able to have only one sweeper per shot, depending on the public health authority in place for your region and club.

We strongly suggest your Board & staff review any risks and/or complete a risk assessment as to the extent of your reopening:

- Re-active your ad hoc committee to oversee return to play. The committee could / should include your senior management, cleaning staff and the ice technician.
- Source out the rules & guidelines from your applicable health authority. The rules in one community may be very different from another. "Customize your plan."
- Agenda items:
  - Keep track of all updates from the applicable health authority including updates from your provincial / territorial curling member association;
  - Observe all applicable masking and physical distancing guidelines;
  - Identify key demographic groups playing on a weekly basis. For example, a senior league may need special considerations, such as fewer people on the ice.
  - It may also be a challenge for youth programs to be compliant with physical distancing guidelines (especially the little rock players). Consider options such as a requirement for one parent / guardian per youth player? Or use both ends of the ice to keep distancing?
  - Stay in touch with your customers. It is critical to know and understand when and how you will re-open including steps you are taking to keep them safe and healthy:
    - E-mail
    - Social media
    - Telephone chain
    - Traditional media

**Note:** if you can have your summer golf tournament, then schedule one. Meet members you may not have seen for a year.



Whether you are returning to play under local restrictions or you are returning back to pre-Covid normal, your curlers (members / renters / casual users), staff and management should be made aware of your cleaning guidelines and the role they need to play allowing them to come back to the rink when you can re-open normally or under government-mandated conditions. There are a number of best practices we learned during the pandemic that we can continue to deliver.

While some of this advice is “old news from last summer”, it doesn’t hurt to keep sharing. See the appendix for a one-page handout to share with curlers and staff, and post in-house in prominent locations.

**Note:** *We recommend that curling centres follow the General Safety & Cleanliness Guidelines even if they are allowed to reopen without restrictions (such as physical distancing).*

## HYGIENE

- All members, renters or those trying curling for the first time, should sign a Waiver or Assumption of Risk Form (signed by adults on behalf of minors).
- If players or staff have symptoms, please tell them to stay at home.
- Keep your hands clean. Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, use alcohol-based sanitizer.
- Avoid touching your eyes, nose and mouth.
- Cough or sneeze into the bend of your arm.
- Avoid touching surfaces people touch often, such as:
  - Toilets and sinks
  - Door handles
  - Bar and bar tables
  - Stone handles (except your 2 stones in your game)
- Publish and post your current warm-area occupancy load with the effective date assigned by your local authority.

## CLEANING PROTOCOL

- Undertake a full building clean prior to start up. Consult with your cleaning company or local authority.
- Your ad hoc committee should address where your high-touch surfaces might be. Then develop a plan to keep them clean based on traffic, frequency etc. The main entrance is an example.
- Keep a log of the cleaning activity.



- Provide your cleaning staff the necessary facilities and cleaning products to maintain a clean and safe workplace.
- Provide employees with any personal protective equipment recommended by occupational health and safety guidelines, and with training to ensure it is used correctly.
- Health Canada has published a list of hard surface disinfectants that are likely to be effective for use against COVID-19.
- Provide access to soap and paper towels in washrooms. Do not let them empty.
- Purchase and place hand sanitizing dispensers in prominent locations (entrances, lounge).

## CURLING RINK LAYOUT AND NAVIGATION

- Check with your local authorities about the use of locker rooms. You may have to insist players come to the rink ready to play if access to locker rooms is restricted.
- Remove water dispensers (unless they are touchless). Players may bring their own containers (no alcohol). Individual dispensers do not need to be 6 feet apart. Only the owner should handle their own container.
- Investigate arriving in one door and exiting another.
- User markers to show traffic flow: in the front door, to the ice, off the ice, out the exit door.
- Add temporary partitions to the lounge to create some extra change room space.
- Set up tables of eight with four (4) chairs to maximize physical distancing.
- Investigate electric doors; touchless taps for sinks; automatic soap dispensers; automatic paper towel dispensers; touchless urinals and toilets.

## CURLING EQUIPMENT

- Rental equipment (sliders, brooms): these should be disinfected after each use. Consider charging \$5 (or more) per item and use this revenue to hire someone to clean them.
- Consider using the required cleaning products to prevent the spread of COVID-19.
- Consider removal of club-provided equipment such as stabilizers if you cannot ensure proper disinfection measures after each use.
- Stones:
  - Stones should be sanitized at the start of each draw if Covid restrictions are in place. Once a day under normal circumstances would keep your members safe.
  - Players select their two stones. No interchanging of stones during a game.



- Players should not touch any stones other than their own. Let the player delivering the next stone retrieve their own stone.
- Measuring: remove gloves, sanitize your hands, conduct measure, return measure device to its normal location, sanitize your hands.

## PLAYING THE GAME

- In the short term, and under full capacity, perhaps open the doors 20 minutes before draw time and close them 5 minutes after the draw starts.
- Check with the local authority to determine whether to allow spectators in the warm areas while curling is on the ice.
- Instead of a handshake, give a friendly wave or tap brooms to start the game.
- Do not use 'community' coins to decide the last stone advantage in the first end. Or, the league convener may assign the last stone for every game. Or use an online tool: <https://justflipacoin.com/>
- Players stay on the same side of the sheet. For example, if you are playing on sheet 2, always walk or position yourself on the sideline to sheet 1. This will keep players 10 feet apart.
- Insert two small markings, located four feet from each side of centre ice (roughly 69 feet from the end boards).
- **Non-Delivering Team:** The two sweepers of the non-delivering team should be positioned on these markings while the other team is throwing. The player of the non-delivering team whose turn it is next to deliver should be positioned at hogline on the same side as the two sweepers. The Skip (or Vice-Skip) will stand on the backboards but no closer than the hack.

## COVID-19 GUIDELINES REMAIN IN PLACE

- **Delivering Team:** The Skip has control of the house. The player whose turn it is to deliver is in the hack. The non-sweeping player is on the backboards. The sweeping player is at the T-Line.
- Once the stone has been released, the player who delivered the stone proceeds down the centre line of the ice until the halfway point where the marking or to the hog line if it their turn. The sweeper proceeds to the halfway markings. The non-sweeper travels to the halfway mark or the hog line depending on their turn to deliver or not.
- As it is a labour intensive activity to sanitize the numbers after each game, consider other methods of keeping scores (example: record on one person's phone; paper & pen).



- One sweeper only on all delivered stones. Consider no relaying for safety (second sweeper taking over halfway down the sheet). The person in charge of the house is not allowed to sweep under any circumstance. The skip of the non-delivering must remain in the hack area until all stones come to rest. They are not allowed to sweep the opposition stone behind the tee-line. **Lessening of physical distancing restrictions would/could allow this guideline to be removed.**
- The skip or vice skip (not both) of the non-delivering team must stand at the hack until the other team is finished playing and has relinquished control of the house.
- Neither skip or vice skip (both teams) may sweep any stones (both colours) set in motion by the delivering team.
- If local regulations do not allow the opening of the bar or warm areas, players should leave the rink right after their game.

## LEAGUE CONSIDERATIONS

Determine the number of curlers allowed to be in the ice area and design league play based on that number. For example, if your club is allowed 50% capacity and you have 4 sheets, you could allow 16 players in the building and play doubles, or play traditional 4-person games on 2 of the 4 sheets.

Consider changing or staggering game times to help manage the number of people in the curling centre at any one time.

Split starting times: instead of all games starting at 6 pm, start 50% of the games at 5:30 pm and the other 50% at 6:30 pm. Half of the players will be in the lounge an hour before the other half. Maximum stay in the lounge would be 45 minutes and then each player would be required to leave.

Remind players to pay close attention to league schedules as game times and sheet assignments may be altered to ensure adherence to physical distancing.

To alleviate time pressures, consider 7-end games.

Alternate the start of games. Even-numbered sheets start at the home end and odd-number sheets start at the away end.

If necessary, depending on schedules, do not allow any extra end games. If you must declare a winner, do a draw to the button.





Consider a triples league. Only 6 players per sheet. Efficient physical distancing. See [www.curling.ca/about-curling/business-of-curling/covid-19-club-stimulation-program/](http://www.curling.ca/about-curling/business-of-curling/covid-19-club-stimulation-program/)

## MASKS

- Follow your local health authority as to the wearing of masks indoors in your curling arena. If you have to wear a mask to curl, here are guidelines you can share with your customers.
- About face coverings and COVID-19 (coronavirus). When you do go out, use a face covering (non-medical mask such as a cloth mask) in indoor spaces and whenever physical distance is a challenge. This includes locker areas, warm areas and when heading out on the ice. It also includes when sharing a vehicle to the rink.
- **Face coverings will not stop you from getting COVID-19, but may help protect others.**
- There are some situations when you do not need to wear a face covering such as when eating or drinking in the club's warm area. But stay distanced.
- Non-medical masks or face coverings should:
  - fit securely to the head with ties or ear loops;
  - maintain their shape after washing and drying;
  - be made of at least two layers of tightly woven material (such as cotton or linen)
  - be large enough to cover the nose and mouth without gaping.
- How to properly use face coverings. When wearing a face covering, you should:
  - wash your hands immediately before putting it on and immediately after taking it off (practise good hand hygiene while you are wearing the face covering);
  - make sure the face covering fits well around your nose and mouth;
  - avoid moving the mask around or adjusting it often;
  - avoid touching the covering while using it;
  - not share it with others.
  - Face coverings should be changed when they get slightly wet or dirty. Remove or dispose of face coverings. When removing a face covering, you should throw it out into a lined garbage bin, and wash your hands.

## MISCELLANEOUS CONSIDERATIONS

- Municipal health authorities may require you to collect information on all those who enter your facility for contact tracing in the event there is an outbreak at the curling



rink. Consider options on how you will do this. For example, inform all teams (members/renters) they must assign one person per team for all leagues to contact the club prior to each draw with the names and e-mail addresses of their team line-up for the day. The club must keep this information indefinitely.

- It is recommended that this information also be collected for all one-time users of the club.
- **Consider creative options to pay fees including early bird and monthly options.**

## ICE MAKING EQUIPMENT

- We strongly suggest the rink's Ice Technician and/or their assistant(s) are the only persons allowed to handle ice making equipment: power scraper, hand scrapers, pebbling cans & heads, brooms, mops, garbage cans etc.
- In volunteer-only rinks, assign specific individuals to these pieces of equipment. Then, develop a sanitization schedule as to when and how to clean the equipment.
- **Contact your refrigeration mechanic to make sure the plant is safe to turn on.**



## APPENDIX #1

**About The Sport of Curling:** A sport played in more than 1,000 dedicated clubs or arenas in Canada. Our environment looks like this:

- Curling is a non-contact sport played most often in a custom-built refrigerated arena.
- One sheet of curling ice is 14'2" wide and 146' in length or a little over 2000 square feet.
- A normal game is about 2 hours in length with anywhere up to 8 people on the ice.
- 37% of Canadian dedicated rinks have four (4) sheets (8000 sq. ft.). A full time slot in a 4-sheet club would be a maximum of 32 people on the ice.
- 22% of Canadian dedicated rinks have (3) sheets (6000 sq. ft.). A full time slot in a 3-sheet club would be a maximum of 24 people on the ice.
- 15% of Canadian dedicated rinks have (6) sheets (12000 sq. ft.). A full time slot in a 6-sheet club would be a maximum of 48 people on the ice.
- Ceiling heights vary but at minimum, they are 12' or higher.
- Average temperature in the ice area is 0° Celsius. It varies from building to building (depending on wall & ceiling insulation and heating systems) but can be in a range of -3° Celsius to +3° Celsius.
- Most clubs in Canada have locker rooms and warm areas complete with a licensed bar and some form of kitchen / restaurant. The warm areas are most often proportionate to the size of their ice surface. The bigger the ice area, the bigger the lounge.
- Most clubs have a minimum seating for the number of people who can be on the ice at any one time. For example, a 4-sheet rink will have a maximum of 32 people curling at any one time. Therefore, there would be minimum seating for 32 in the warm area normally in table arrangements for 8 people.



## APPENDIX #2

### DECLARATION OF COMPLIANCE – COVID-19

**Individual Name (print):** \_\_\_\_\_

**Individual's Parent/Guardian:** \_\_\_\_\_  
(if the individual is younger than the age of majority)

**Email:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

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

Curling Canada, [insert the name of your Member Association] and [insert the name of your Club] (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 coronavirus disease, 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 non-contagious by provincial or local public health authorities.
3. If the individual is a front-line worker (such as hospital staff, long term care staff, or other individual who interacts with individuals who have confirmed or suspected cases of COVID-19), the individual has worn proper and approved Personal Protective Equipment at all times whenever they interacted with an individual who has a confirmed or suspected case of COVID-19 in the last 14 days.
4. If the individual is not a front-line worker, or other individual who interacts with individuals who have confirmed or suspected cases of COVID-19, they have not been exposed to a person with a confirmed or suspected case of COVID-19 in the last 14 days.
5. 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.



6. 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).
7. 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.
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. The individual will bring their own personal items and personal equipment (such as water bottles, bags, towels, etc.) at their discretion and will not share their personal items or equipment with other individuals.
11. 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.
12. 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.

**Signature:** \_\_\_\_\_  
Individual (If the individual is the age of majority)

**Signature:** \_\_\_\_\_  
Parent/Guardian (if the individual is younger than age of majority)

**Date:** \_\_\_\_\_

#### CONSENT FOR USE OF PERSONAL INFORMATION

The Participant (and the Participant's parent/guardian, if applicable) authorizes the Organization to collect and use personal information about the Participant for the purposes described in the Organizations' policies for privacy.

☐

I agree





## APPENDIX #3

### CURLING CANADA INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(To be executed by parents/guardians of 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 (yyyy/mm/dd):** \_\_\_\_\_

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized by Curling Canada, [insert the name of your Member Association] and [insert the name of your Club], (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, orientation 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 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. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous;
  - b. A pertinent risk to participating in the sport of curling is the risk of suffering serious head injury should the Participant fall, trip, or stumble onto the ground or ice. It is highly recommended that the Participant wear a helmet at all times when participating in the sport of curling;
  - 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 misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and Covid-19;
  - d. The COVID-19 disease 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 and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:
- 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, 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, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from 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 use or operate the equipment within my own ability
  - d. Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and 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. Ability: Failing to act safely or within my own ability or within designated areas.
  - f. Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next.
  - g. Cyber: privacy breaches, hacking, technology malfunction or damage.
  - h. Conduct: My conduct and conduct of other persons including any physical altercation between participants
  - i. Travel: Travel to and from the Activities

☐ **We have read and agree to be bound by paragraphs 1 to 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 unusual 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, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities;
  - 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 Ontario 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 [insert the name of your province/territory] and they further agree that the substantive law of the [insert the name of your province/territory] 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, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Parent or Guardian (print): \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

### **CONSENT FOR USE OF PERSONAL INFORMATION**

The Participant (and the Participant's parent/guardian, if applicable) authorizes the Organization to collect and use personal information about the Participant for the purposes described in the Organizations' policies for privacy.



I agree



## APPENDIX #4

### CURLING CANADA RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (To be executed by Participants over the Age of Majority)

**WARNING!** Please read carefully. By signing this document, you will waive certain legal rights including the right to sue.

This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized by: Curling Canada; and [insert the name of your Member Association] and [insert the name of your Club], 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, orientation or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned acknowledges and agrees to the terms outlined in this agreement.

#### Disclaimer

1. Curling Canada; and [insert the name of your Member Association] and [insert the name of your Club] and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, 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, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.



**I have read and agree to be bound by paragraphs 1 and 2**

#### Description and Acknowledgement of Risks

2. I 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. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous;
  - b. 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;
  - c. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and COVID-19;



- d. The coronavirus disease 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 I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.
3. 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:
- 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, 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, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from 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 use or operate the equipment within my own ability;
  - d. Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and 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 my own ability or within designated areas;
  - g. Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next;
  - h. Cyber: privacy breaches, hacking, technology malfunction or damage;
  - i. Conduct: My conduct and conduct of other persons including any physical altercation between participants;
  - j. Travel: Travel to and from the Activities;
  - k. Negligence: My negligence and negligence of other persons, including NEGLIGENCE ON the PART OF THE ORGANIZATION, may increase the risk of damage, loss, personal injury or death. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of curling programs, some of which are referred to above.



**I have read and agree to be bound by paragraphs 3 and 4**

#### **Terms**

4. In consideration of the Organization allowing me to participate in the Activities, I agree:
- a. That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;



- b. That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my 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 I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately;
- f. The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way;
- g. That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
- h. That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment.
- i. Covid-19: that COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death.

### **Release of Liability and Disclaimer**

- 5. In consideration of the Organization allowing me to participate, I agree:
  - a. That the sole responsibility for my safety remains with me;
  - b. To ASSUME all risks arising out of, associated with or related to my participation;
  - c. That I am 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;
  - d. To WAIVE any and all claims that I may have now or in the future against the Organization;
  - e. 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;
  - f. To FOREVER RELEASE and INDEMNIFY 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 have or may have 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 Organization;
  - g. To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization;
  - h. That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
  - i. That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
  - j. This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the [insert the name of your province/territory] and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.



### Jurisdiction

6. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the [insert the name of your province/territory] and further agree that the substantive law of the [insert the name of your province/territory] will apply without regard to conflict of law rules.



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

### Acknowledgement

7. I acknowledge that I have read and understood this agreement, 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. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

**Name of Participant (print):** \_\_\_\_\_

**Signature of Participant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### CONSENT FOR USE OF PERSONAL INFORMATION

The Participant (and the Participant's parent/guardian, if applicable) authorizes the Organization to collect and use personal information about the Participant for the purposes described in the Organizations' policies for privacy.



I agree