

BADMINTON ONTARIO
ASSUMPTION OF RISK AND WAIVER OF CLAIMS AND LIABILITY AGREEMENT

**For participation in all Sanctioned Badminton Ontario activities and competitions occurring
between September 1, 2021, and August 31, 2022**

Foreword: Badminton Ontario, the Provincial Sport Organization (“PSO”) governing badminton in Ontario, greatly acknowledges the leadership of Badminton Canada. The PSO endorses and adopts the guiding principles previously outlined by Badminton Canada in this Assumption of Risk and Waiver of Claims and Liability Agreement (“the Agreement”).

This is a binding legal agreement. Clarify any questions or concerns before agreeing to be bound by this Agreement.

1. This Agreement must be signed by the Participant and/or the Participant’s parent/guardian (if applicable, when the Participant is younger than the age of majority in his/her province of residence) prior to participation. The age of majority in the Province of Ontario is eighteen (18) years old. The Participant agrees to be bound by and acknowledges the terms set out in this Agreement. When applicable, the Participant’s parent/guardian acknowledges and agrees to the terms on behalf of the Participant and references in this document to the Participant agreeing to or acknowledging a risk or term is understood to be referring to the Participant’s parent/guardian agreeing to or acknowledging the risk or term on behalf of the Participant.

ACTIVITIES

2. The Participant warrants that the Participant is voluntarily participating in the sport of badminton and the spectating, orientation, instruction, activities, competitions, programs, and services (collectively the “Activities”) of the PSO. For further clarity, the PSO includes its 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, and is 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, even when caused by the negligence of the PSO.

RISKS

3. 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

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for serious bodily injury, permanent disability, paralysis, and loss of life. These risks include but are not limited to:

- a) Executing strenuous and demanding physical techniques;
- b) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- c) Exerting and stretching various muscle groups;
- d) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- e) Spinal cord injuries which may render the Participant permanently paralyzed;
- f) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or to the Participant's general health and well-being;
- g) Abrasions, sprains, strains, fractures, or dislocations;
- h) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
- i) Physical contact with other participants, spectators, equipment, and hazards;
- j) Contact with a racquet, shuttlecock, net, or the court;
- k) Not wearing appropriate safety or protective equipment;
- l) Failure to act safely or within the Participant's own ability or within designated areas;
- m) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities;
- n) Exposure to disease including COVID-19 and other contagious illnesses.

4. The PSO may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have some different foreseeable and unforeseeable risks than in-person programming. These risks include but are not limited to privacy breaches, hacking, technology malfunction or damage, in addition to the risks set out above in section 3. a)-l).
5. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The PSO has put in place preventative measures to reduce the spread of COVID-19; however, the PSO cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19 or any other contagious disease.
6. While the PSO will use every best effort to demonstrate and implement reasonable precautions to protect Participants, there is no guarantee that every situation involving risk to a Participant can be avoided when participating in activities delivered by the PSO.

TERMS

7. In consideration of the PSO allowing the Participant to participate in the Activities, the Participant (or the Participant's parent/guardian, if applicable) agrees:

- a) That the Participant is not relying on any oral or written statements made by the PSO or their agents, contained in any medium, including but not limited to a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
- b) That when the Participant practices or trains in their own space, the Participant is responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
- c) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Participant assumes all risks related to the Participant's mental and physical condition;
- d) To comply with the rules and regulations for participation in the Activities as outlined in the regulation section of each Activity; extending to and including additional health and safety practices as required by the PSO;
- e) To comply with the rules of the facility and use all equipment properly and for its intended purpose only;
- f) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and immediately bring their observations to a representative of the PSO;
- g) The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way;
- h) That it is the Participant's sole responsibility to assess whether any Activities are beyond the skill level of the Participant. By the Participant commencing an Activity, the Participant acknowledges and accepts the suitability and conditions of the Activity as measured against the skills of the Participant;
- i) 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
- j) That the Participant is responsible for choosing the Participant's safety or protective equipment and the secure fitting of that equipment.

DISCLAIMER

- 8. The Participant (or the Participant's parent/guardian, if applicable) assumes all risks arising out of, associated with or related to, participation in the Activities and waives any and all claims that the Participant may have now or in the future against the PSO. The Participant, when the age of majority or older, accepts and fully assumes all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from participation in the Activities.
- 9. The Participant (when 18 years old or older) forever releases and indemnifies the PSO from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees)

(collectively, the “Claims”) which the Participant has or may have in the future, that might arise out of, result from, or relate to, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the PSO’s negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the PSO.

10. The PSO is not responsible or liable for any damage to the Participant’s vehicle, property, or equipment that may occur as a result of the Activities. This Agreement is governed by the laws of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. Notwithstanding the waiver of Claims as set out above, the Participant (or the Participant’s parent/guardian, if applicable) agrees to file any proceeding against the PSO in the Province of Ontario and further agrees that the substantive law of the Province of Ontario will apply with regard to conflict of law rules.

ACKNOWLEDGMENT

11. The Participant (and the Participant’s parent/guardian, if applicable) acknowledges that they have read and understand this agreement, that they have executed this agreement voluntarily, and that this agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. It is further acknowledged that by signing this agreement the Participant (when 18 years old or older) has waived the right to maintain a lawsuit against the PSO on the basis of any claims from which they have released herein.

Date of Document: June 4, 2021

By typing your name or parent/Guardian on this, you agree that you are to be bound by all that is contained in this Consent Form.

Signature: _____ **Date:** _____
Name

Signature: _____ **Date:** _____
Parent/Guardian (if the individual is younger than eighteen (18) years old)

Signature: _____ **Date:** _____
Parent/Guardian (if the individual is younger than eighteen (18) years old)