

## INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

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

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

- This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant in the activities, programs, services of the Northern Ontario Curling Association collectively or independently and the sport of curling (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the following terms:

### Disclaimer

- The Northern Ontario Curling Association and its respective, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility, and representatives (collectively the "Organization") are not responsible for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities and the risks relating to the Activities.

### Description, Acknowledgement of Risks and Helmet Recommendation

- The Parties understand and acknowledge that the Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous.
- The Parties understand and acknowledge that a pertinent risk within the sport of curling is the risk of suffering serious head injury should a 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.
- The Participant is participating voluntarily in the Activities. In consideration of the Participant's participation, the Parties hereby acknowledge that they are aware of the

risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:

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

## Terms

- In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
  - That the Participant's physical condition is appropriate to participate in the Activities;
  - To comply with the rules and regulations for participation in the Activities.
  - That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately.
  - That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant in the Activities and the Parties affirm they have ascertained appropriate insurance to protect the Participant.
  - **That the participant has read NOCA's Code of Conduct and Ethics Policy, and Discipline and Complaints Policy [Policy Directory](#) and that I have read and agree to the terms and conditions contained within the Competitor Guide for this event.**
  - That through participating in NOCA sanctioned events I have become a member of the Ontario Curling Council, the Provincial Sport Organization for Curling in Ontario.

## Release of Liability

- In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree to freely accept and fully assume all such risks, dangers and hazards, and possibility of personal injury, death, property damage, expense and related loss, including loss

of income, resulting from the Participant's participation in the Activities and travel to and from the Activities.

- I consent to the NOCA and their agent or appointees; photographing, videotaping, filming; and/or recording my voice; and further exhibiting, publishing and broadcasting my name or photograph, video tapes, films, or any other likeness of me or any sound recordings of my voice in any promotion, reports or advertising about or in connection with the NOCA or the event. I hereby waive the right to any payments or royalties in connection with the actions described above.

## General

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

## Acknowledgement

- 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, next of kin, assigns, executors, administrators, and representatives.

## Rowan's Law

The Parties acknowledge that they (athletes AND parents of athletes 17 or under) have reviewed the Ministry of Tourism, Culture and Sports' Mandatory Concussion Awareness Resources within the last 12 months. Resources can be found here: [CONCUSSION AWARENESS RESOURCES](#)

The Parties acknowledge that they (athletes AND parents of athletes 17 or under) have reviewed NOCA's Concussion Code of Conduct as mandated by Rowan's Law, within the last 12 months. This resource can be found here: [CONCUSSION CODE OF CONDUCT](#)

Athlete Name:

Signed by Athlete:

Parent Name:

Signed by Parent:

Date: