

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(FOR THOSE 18 YEARS OF AGE AND OLDER)



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

1. This is a binding legal agreement. As a Participant in the sport of volleyball and the programs, activities and events of the OVA, the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The OVA and its directors, officers, committee members, members, employees, volunteers, participants, agents, 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, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Description of Risks

3. I am participating voluntarily in the sport of volleyball and the activities, events, and programs of the Organization. In consideration of my participation in the sport of volleyball and the programs, activities, and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of volleyball and any such programs, activities and events of the Organization including injuries which can be **severe and even fatal**. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) Exerting and stretching various muscle groups, strenuous cardiovascular workouts, and heatstroke;
- b) Vigorous physical exertion, rapid movements and quick turns and stops;
- c) Falling, tumbling, or hitting other participants;
- d) Falling to the ground or floor due to uneven, slippery, or irregular surfaces;
- e) Contact, colliding or being struck by the volleyball, net, poles, other individuals, equipment, walls, stands, or benches;
- f) Failing to play within one's abilities and within designated areas;
- g) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- h) Animal attacks; including but not limited to, dogs;
- i) Extreme weather conditions which may result in heatstroke, sunstroke, or lightning strikes;
- j) Spinal cord injuries which may render me permanently paralyzed; or
- k) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

4. Furthermore, I am aware:

- a) That injuries sustained can be severe;
- b) That I may experience anxiety while challenging myself during the activities, events, and programs;
- c) That my risk of injury is reduced if I follow all rules established for participation;
- d) That my risk of injury increases as I become fatigued; and
- e) As a spectator at volleyball events and activities, balls will leave the playing surface and can cause significant injury. Volleyballs may be moving at high velocity from multiple directions and I need to be aware of my surroundings at all times.

Release of Liability

5. In consideration of the Organization allowing me to participate in the sport of volleyball and the programs, activities, and events of the Organization, I agree:

- a) That my physical condition has been verified to participate in the activities, events, and programs by a medical doctor within the past twelve months;
- b) To assume all risks arising out of, associated with or related to my participation;
- c) To waive any and all claims that I may have now or in the future against the Organization;
- d) 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 sport of volleyball and the activities, events and programs of the Organization; and
- e) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(FOR THOSE 17 YEARS OF AGE AND YOUNGER)



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Disclaimer

2. The OVA and its directors, officers, committee members, members, employees, volunteers, participants, agents 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 sport of volleyball, any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the sport of volleyball and the programs, activities and events of the Organization.

Description of Risks

3. I am participating voluntarily in the sport of volleyball and the activities, events, and programs of the Organization. In consideration of my participation in the programs, activities, and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of volleyball and any such programs, activities and events of the Organization and may be exposed to such risks, dangers and hazards which can be severe and even fatal. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) Exerting and stretching various muscle groups and strenuous cardiovascular workouts;
- b) Vigorous physical exertion, rapid movements and quick turns and stops;
- c) Falling, tumbling, or hitting other participants;
- d) Falling to the ground or sand due to uneven, slippery, or irregular terrain or surfaces;
- e) Contact, colliding or being struck by the volleyball, net, poles, other individuals, equipment, walls, stands, or benches;
- f) Failing to play within one's abilities and within designated areas;
- g) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- h) Animal attacks; including but not limited to, dogs;
- i) Extreme weather conditions which may result in heatstroke, sunstroke, or lightning strikes;
- j) Spinal cord injuries which may render me permanently paralyzed; or
- k) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

4. Furthermore, I am aware:

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- b) That I may experience anxiety while challenging myself during the activities, events, and programs;
- c) That my risk of injury is reduced if I follow all rules established for participation;
- d) That my risk of injury increases as I become fatigued; and
- e) As a spectator at volleyball events and activities, balls will leave the playing surface and can cause significant injury. Volleyballs may be moving at high velocity from multiple directions and I need to be aware of my surroundings at all times.

Release of Liability

5. In consideration of the Organization allowing me to participate in the sport of volleyball and the programs, activities, and events of the Organization, I agree:

- a) That my physical condition has been verified to participant in the activities, events, and programs by a medical doctor within the past twelve months;
- b) To assume all risks arising out of, associated with or related to my participation;
- c) To waive any and all claims that I may have now or in the future against the Organization;
- d) 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 sport of volleyball and the activities, events, and programs of the Organization; and
- e) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

ONTARIO VOLLEYBALL ASSOCIATION

TERMS AND CONDITIONS

Consent for Use of Personal Information and Photo Release

1. I, the Participant, authorize the Ontario Volleyball Association and Volleyball Canada to collect and use personal information about me for the purpose of registration and providing volleyball services, registration with Volleyball Canada, receiving communications from the Ontario Volleyball Association and Volleyball Canada with regard to programs, events, promotions and sponsorships, and posting articles of interest, newsletters, promotions, rosters, statistics, images and results on the Ontario Volleyball Association and Volleyball Canada website.

2. Furthermore, I, the Participant, grant permission to the Ontario Volleyball Association and Volleyball Canada to photograph and/or record my image and/or voice, to use this material to promote the Ontario Volleyball Association and Volleyball Canada through all forms of media.

3. I understand that I may withdraw such consent at any time by contacting the Ontario Volleyball Association's Privacy Officer (privacy@ontariovolleyball.org). The Privacy Officer will advise the implications of such withdrawal.

We do not sell or distribute your personal information to any other third party not listed herein

Acknowledgement

4. In consideration of the acceptance of my participation in the programs, events, and activities of the Ontario Volleyball Association and Volleyball Canada, I the Participant agree as follows:

- a) To abide by the policies, rules and regulations of the Ontario Volleyball Association and Volleyball Canada.
- b) I accept sole responsibility for my personal possessions and athletic equipment.
- c) To uphold the high standards of the Ontario Volleyball Association and Volleyball Canada and will never do anything to damage their reputation.

5. I am aware of and agree to pay all of my child's Club fees for the season.

6. I have completed the Respect in Sport Parent Module and provided my certificate number to my child's Club Contact and/or the OVA. Complete your online module here: <https://ontvolleyballparent.respectgroupinc.com/start.jsp>

Ontario Volleyball Association

Concussion Code of Conduct for Referees

I can help prevent concussions through my:

- Efforts to ensure that athletes wear the proper equipment and wear it correctly.
- Respect for the rules of the sport or activity and efforts to ensure that all coaches and athletes adhere to those rules.
- Enforcement of the warm-up hitting protocol during all competition and training sessions.
- Commitment to fair play and respect for all (respecting athletes, coaches, team trainers, other referees and any other participants).

I will care for the health and safety of all participants by taking concussions seriously. I understand that:

- A concussion is a brain injury that can have both short- and long-term effects.
- A blow to the head, face, or neck, or a blow to the body may cause the brain to move around inside the skull and result in a concussion.
- A person doesn't need to lose consciousness to have had a concussion.
- Any participant with a suspected concussion must stop participating in training, practice or competition **immediately**.
- I have a commitment to concussion recognition and reporting, including self-reporting of possible concussion and reporting to a designated person when an individual suspects that another individual may have sustained a concussion.
- Continuing to participate in any competition or sporting activity with a suspected concussion increases a person's risk of more severe, longer lasting symptoms, and increases their risk of other injuries or even death.

I will create an environment where participants feel safe and comfortable speaking up. I will:

- Encourage participants not to hide their symptoms, but to tell me, a coach, parent or another adult they trust if they experience **any** symptoms of concussion after an impact.
- Lead by example. I will tell a fellow referee, coach, team trainer and seek medical attention by a physician or nurse practitioner if I am experiencing any concussion symptoms.



- Understand and respect that any athlete with a suspected concussion must be removed from sport and not permitted to return until they undergo a medical assessment by a physician or nurse practitioner and have been medically cleared to return to training, practice or competition.

I will support all participants to take the time they need to recover.

- I understand my commitment to supporting the return-to-sport process.
- I understand that participants will have to be cleared by a physician or nurse practitioner before returning to sport.
- I will respect my fellow referees, coaches, team trainers, parents, physicians and nurse practitioners and any decisions made with regards to the health and safety of participants.

In addition to the commitment to the OVA Concussion Code of Conduct, Rowan's Law (Concussion Safety), 2018 states that prior to registration with any sport organization all individuals must review the applicable concussion awareness resources found at Ontario.ca/concussions.

The below links can also be used to access these materials:

[Ages 10 and Under](#)

[Ages 11-14](#)

[Ages 15 and Up](#)

Once you have reviewed these materials please provide a signed copy of the below *Concussion Code of Conduct and Review of Concussion Awareness Resource Acknowledgement Form* to your Club.

Note: this form must be completed prior to your/your child's registration with the OVA



Concussion Code of Conduct and Review of Concussion Awareness Resource Acknowledgment Form

Under Rowan's Law (Concussion Safety), 2018, every sport organization will ask you to confirm that you reviewed one of the Concussion Awareness Resources in this website (Ontario.ca/concussions) before you can register/participate in a sport.

You must review one of the resources once a year, and then confirm that you have completed the review every time you register with a sport organization.

Sport organizations must also establish a Concussion Code of Conduct and individuals must confirm that they have reviewed the sport organization's applicable Concussion Code of Conduct prior to registration/participation in a sport.