



# Ontario Ultimate Return to Play

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# Return to Play for Ontario Ultimate Members

A safe return to play is Ontario Ultimate's topmost priority. Following regulations from the Province of Ontario, resources from Health Canada and Public Health Ontario, resources and consultation with other Ultimate communities, Ontario Ultimate (OU) has established a Return to Play guide for our membership.

OU strongly encourages its members to use this plan to restart ultimate activities in their community as the province returns to play.

The health and safety of the OU membership and wider community is our number one priority. Balancing the benefits of sport and recreation with safety during a public health crisis is no easy feat and OU recognizes the tremendous effort put in by everyone to adapt to an ever changing situation. Spirit of the Game comes in many forms, and leading in these uncertain times with safety in mind is one key way to lead with spirit and keep our communities healthy.

## Disclaimer

This document represents guiding principles only. Directives from all levels of government are changing on a regular basis and should be followed as directed. The principles of this document should be adapted by its reader so as to conform with such directives.

## 1. General Return to Play Principles

- 1.1. Adhere to all public health restrictions in your community.
- 1.2. Increased focus on personal hygiene.
- 1.3. If you are sick, stay at home.
- 1.4. Maintain physical distancing of at least 2 meters (unless otherwise directed by the Province of Ontario).
- 1.5. Modify sport activities to maintain all guidelines.
- 1.6. Reduce touch points as possible (facilities, equipment, etc.)

## 2. General Hygiene Requirements

- 2.1. All participants, staff and volunteers must wash their hands before and immediately following sessions.
- 2.2. For longer sessions, schedule breaks for hand washing or sanitizing as well as cleaning of equipment.
- 2.3. All participants, staff and volunteers should avoid touching one's face throughout the session.
- 2.4. All participants, staff and volunteers should cover their mouth and nose with a tissue when they cough or sneeze, or sneeze/cough into their elbow.
- 2.5. No sharing of water bottles, towels, or other personal items. No communal food items.

## 3. Facility Access

- 3.1. Ultimate may only take place on a field space with the agreement of local municipalities and other field stakeholders. OU's Return to Play plan may not be implemented until and unless local authorities have approved resumption of sports activities in their jurisdiction.
- 3.2. Care must be taken to avoid access "choke" points which run counter to physical distancing. In cases where multiple gates may be used to access the field area, separate entry and exit points should be communicated to participants. When possible, gates should be held in an open position to reduce touch points by participants.
- 3.3. For formal member-organized sessions, participants for each session must pre-register their attendance and pay online when possible. This registration

information must be kept by the hosting organization for future contact tracing if needed. See Appendix A - Sample Forms for information that may be captured during pre-registration.

- 3.4. Set a time when it is appropriate for participants to arrive in advance of their scheduled activity (example - participants should not arrive prior to 20 minutes before the scheduled start time or schedule enough time between sessions so participants or the early session do not cross paths with new arrivals).
- 3.5. The arrival and departure process for all sessions must maximize physical distancing of all involved parties. Where appropriate, consider designated drop-off and pick-up spaces.
- 3.6. At the end of their scheduled program/time slot participants should immediately leave the facility.

## 4. Facility Operations

- 4.1. Care should be taken to clean any communal surfaces at the playing facility. When possible steps should be taken to reduce the number of touch points. (See Section 3.2)
- 4.2. When fields have benches, these should be designated as closed. Each participant should have a personal area for their equipment and other items.
- 4.3. If not disabled by venue, participants should be dissuaded from using water fountains. All participants should arrive with water or other liquids in personal bottles which are clearly labeled.
- 4.4. In situations where physical distancing is unavoidable (e.g. shelter in place, limited shelter in adverse weather conditions), it is recommended that participants be prepared for and use enhanced measures (e.g. wearing a face mask or other personal protective equipment).

## 5. Staff and Volunteers

- 5.1. No person with symptoms may come to sport activities. Staff or volunteers with symptoms should self-isolate for a minimum of 14 days (unless otherwise directed by the Province of Ontario) before considering a return to activities. If unsure, please use the [Ontario COVID-19 Self-Assessment Tool](#) for a self diagnosis.
- 5.2. All staff and volunteers should consider their own risk. If they are at higher risk of experiencing serious illness from COVID-19, consider limiting or avoiding participation in sport activities.

- 5.3. Educate staff and volunteers on public health information and expectations related to the implementation of Return to Play. (See Appendix C - Resources)
- 5.4. Staff and volunteers running sport programs should be made familiar with this document (Ontario Ultimate - Return to Play).
- 5.5. Staff and volunteers should have their own resources/equipment (practice plans, clipboards, stopwatches, etc.) and avoid sharing these items with others.
- 5.6. In the event that first aid is required to be administered during an activity, all persons attending to the injured individual must first follow enhanced safety procedures (i.e. wearing a mask and gloves, or any other equipment as recommended by local public health authorities).
- 5.7. Staff and volunteers should be made aware of their Right to Refuse unsafe work, and procedures should be in place to respond to such concerns. (See Appendix C - Resources)

## 6. Participant Safety

- 6.1. Participants should consider their own risk. If they are at higher risk of experiencing serious illness from COVID-19, they should consider limiting or avoiding participation in sport activities.
- 6.2. All participants should answer the following questions prior to taking part in the session. Answering **YES** to any of these questions should disqualify a participant from the session.
  - 6.2.1. *Health Check:* Do you have fever, new or existing cough or difficulty breathing? (Yes / No)
  - 6.2.2. *Travel Check:* Have you traveled outside of Canada within the past 14 days? (Yes / No)
  - 6.2.3. *Contact Check:* Have you been in contact with someone who has been diagnosed with or is suspected of having COVID-19, or someone who has been in contact with a person or persons who have an acute respiratory illness and has been outside Canada in the previous 14-days? (Yes / No)
- 6.3. Size of Group
  - 6.3.1. Each individual session is limited based on the maximum number set by the Province of Ontario and each phase (See Appendix C - Resources). This includes the total number of participants, staff and volunteers.

As [mandated by the Province of Ontario](#) as of July 13, 2020:

**For regions in Phase 2, the current maximum group size is 10 people with physical distancing, for training only and with no scrimmages**

or games.

**For regions in Phase 3, the current maximum group size is 50 people indoors with physical distancing, 100 people outdoors with physical distancing and 10 people outdoors without physical distancing.**

- 6.3.2. Session organizers should take into consideration the age group of the participants as well as physical layout of the session practice area and determine a reasonable maximum number of participants.
- 6.4. Spectators/non-participants may view sessions from the perimeter of the field area but must maintain a physical distance of at least 2 meters (unless otherwise directed by the Province of Ontario).
- 6.5. All registered participants will be sent a session overview document which outlines expectations. See Appendix A - Sample Session Checklist.
- 6.6. Outbreak Mitigation and Recovery Plan
  - 6.6.1. Identify the roles and responsibilities of staff or volunteers if a case or an outbreak is reported. Determine who within the organization has the authority to modify, restrict, postpone or cancel activities.
  - 6.6.2. Advise affected individuals to:
    - Self-isolate.
    - Monitor their symptoms daily, report respiratory illness and not return to activity for at least 10 days following the onset of fever, chills, cough, shortness of breath, sore throat, and painful swallowing, stuffy or runny nose, loss of sense of smell, headache, muscle aches, fatigue and loss of appetite.
  - 6.6.3. Individuals can call 911 if there is an emergency, or Telehealth Ontario 1-866-797-0000 for health advice. For assistance in determining if further assistance is needed, see [Appendix C for link to self-assessment tool](#).
  - 6.6.4. Report any suspected case(s) of COVID-19 like illness among participants or staff/volunteers to the Public Health Ontario.
  - 6.6.5. If a case or outbreak is confirmed, follow the orders of the Public Health Ontario.

## 7. Sport Programming

- 7.1. Sessions should be planned to be local and avoid having participants travel significant distances to attend.
- 7.2. Organizers should plan on starting with smaller groups and shorter session

durations to test out new ways of delivering activities.

### 7.3. Insurance/Waivers

7.3.1. Ontario Ultimate members named on the Ontario Ultimate Certificate of Insurance are covered for “All normal disc activities”, for which Return to Play qualifies under the current Ontario Ultimate Certificate of Insurance.

7.3.2. Members may require and collect additional agreements, waivers or consent from participants as required by local boards. See Appendix C - Sample Forms for examples with updated Covid-19 language.

7.4. Activities during the session will be restricted based on sport modifications contained within this document (See Sections 7.6, 7.7 ).

7.5. Activity is restricted to group training and practice in regions in Phase 2. No game competition in either a structured or informal “scrimmage” setting is permitted in regions in Phase 2.

### 7.6. Sport Modifications

7.6.1. League play and scrimmages in regions in Phase 3 may resume so long as they do not allow prolonged or deliberate physical contact between players or if they have modifications to avoid physical contact between players and ensure physical distancing during play. Member leagues must modify rules in order to comply with local and provincial public health directives. Such modifications and changes to the rules must be clearly communicated to their players.

7.6.2. Member leagues should think of aspects of the game which may require modification to comply with local and provincial public health directives, such as but not limited to:

- Usual marking distance of one (1) disc to be increased.
- Stall counting may be modified in order to minimize vocalization and spittle.
- Limit physical contact or distance when bidding for the disc or playing defense.

Alternatives to traditional play may include, but are not limited to:

- Mark the same player for the entirety of the game to minimize exposure.
- Have a designated player that is not the marker to verbalize the stall count.
- If the stall count is to be done by the defensive player who is marking, that the initial 6 stalls are silent;

- In lieu of a defensive player tapping the disc to resume play, players may ask if the opponent is ready and ground tap the disc to start play.

7.6.3. Leagues must contain no more than 50 participants total. If participants in a league exceed 50, the league may divide into sub groups of no more than 50 (e.g. sub league of 4 teams with 12 players on each team). Players are not yet permitted to play against players outside of their league or sub group.

7.6.4. Equipment, including discs, must be cleaned prior to each group session.

7.6.5. Alternative strategies to reduce risk factors:

- Focus on conditioning and stretching. Organizers should keep in mind that many participants may have a lower than normal level of fitness due to the recent health situation.
- Adapt “Spirit Games” which don’t rely on a high number of touch points to engage younger participants.
- Use training drills which focus on strength, mechanics, footwork, agility and speed to help increase participants' physical literacy.

## 7.7. Injury Prevention

7.7.1. Organizers should be aware of the level of fitness of participants as the sport returns to play. Sessions should be designed to start with a lower level of intensity and slowly increase over the course of several sessions.

7.7.2. Appropriate warm up and cool down time should be scheduled for all sessions.

7.7.3. Ensure that there is a clear procedure for handling any participant or coach in the event that they develop signs of cold, flu or COVID-19 during an activity. This should include identification of an isolation area, notification processes, and education of staff on the procedure.

7.7.4. Notify all participants of possible exposure to COVID-19 if you become aware of any suspected or confirmed cases that attended the activity.

## 7.8. Equipment

7.8.1. Sanitized equipment, including discs and cones will be provided by session organizers. No participant may bring their own equipment.

- In the case of private group or team sessions, an individual should be identified who will collect and clean the groups discs between sessions.

7.8.2. Suggested disc sanitizing process

- Wash the entire disc with hot soapy water.
- Cleaning the entire disc with disinfectant cloth or wipe. A single wipe may only be used for a single disc.

## 8. Equity, Diversity and Inclusion Considerations

### 8.1. Access to Transportation

- 8.1.1. Some players may have relied on public transportation to get to and from team activities, but those means of transportation may be unavailable or too risky during this time.
- 8.1.2. When coordinating practice sessions and cohort groups, stay conscious of the impact of limited access to transportation that may have on some of your players' ability to attend and participate in team activities.

### 8.2. Playing Space and Location

- 8.2.1. Available space may be limited due to multiple organizations looking to restart playing activities.
- 8.2.2. Some of your players may have trouble accessing previously used playing spaces and locations due to limited transportation.

### 8.3. Safe Equipment

- 8.3.1. Refrain from making it a requirement for players to bring their own cleaning / disinfecting materials (i.e., hand sanitizer) as not everyone may have access to them. Also be mindful that not every player has access to their own mask or cloth face covering. If possible, provide new or sanitized cloth face coverings or masks that the participant can keep. Do not collect, clean and reuse cloth face coverings or masks for participants.
- 8.3.2. While you may make it a requirement for participants to bring their own water bottle, as a general rule, pay attention to participants who may have difficulty meeting that requirement. Consider solutions such as providing a new or sanitized water bottle for them to keep.

### 8.4. Technology

- 8.4.1. When sending out communication to your players, do not assume all of them and their families have access to a cell phone or internet. You should be aware of any adjustments players have had to make due to the impact of COVID-19, and be prepared to make accommodations for those whose means of sending and receiving communication have changed.

### 8.5. Childcare Options

8.5.1. With many childcare options (schools, daycares, camps, etc.) closed down across the country, be mindful of your players' ability to attend and participate in team activities if they have a child, younger sibling or other family member to look after.

#### 8.6. Adult Supervision

8.6.1. Similar to childcare options, you may face a situation where you have fewer chaperones or adult volunteers to assist with different group activities. Take this into account when deciding what type of activities to offer to your players.

#### 8.7. Financial Assistance

8.7.1. There is a likelihood some players' and their families' income streams have been impacted by COVID-19. Be sensitive to this reality when asking for team fees to compete in activities.

#### 8.8. Food and Housing Insecurity

8.8.1. Some players and their families may be experiencing food and/or housing insecurity. Take the time to check in with players to see if major changes are taking place in their home lives. While food should not be shared, consider providing individual wrapped snacks and, if possible, identifying local service organizations that may be able to assist families with food and shelter.

# Appendix A – Sample Session Checklists

## Organizers Checklist

### Pre-Event

- Obtain permits for facilities.
- Collect *Pre-Registration Information* and print out participants list.
- Communicate to any participant who answered “Yes” to any of the screening questions that they are not eligible to attend the session.
- Send *Waiver* (adult participants) or *Assumption of Risk* (junior participants) form to participants with instructions to return them electronically prior to the session, or at the beginning of the session.
- Send *Participant Agreement* to participants with instructions to return them electronically prior to the session, or at the beginning of the session.
- Send pre-event communication confirming session expectations, including:
  - Session participant checklist
  - Session start and end times and drop off/pick up procedure
  - Indication of entry and exit gates (if applicable) and any closed areas at field space
  - Reminder of need for social distancing of at least 2 meters between participants at all times during session
  - Reminder that all discs will be provided by session organizers
- Disinfect all session discs and store in a clean rigid container (e.g. large storage bin) which can also be washed.
- Staff to use Ontario COVID-19 Assessment Tool within 24 hours of session.

### During Event

- Clean common touch points such as entry gates with disinfectant.
- Reduce common touch points such as securing gates in open position.
- Indicate field area such as benches or other common areas which are closed for session.
- Designate individual participant areas, giving each participant enough space to place personal items while ensuring physical distancing.
- Provide hand sanitizer to all participants entering the field area.

- Collect *Waivers, Assumption of Risk* and *Participant Agreements* from all participants who have not provided those forms electronically.
- Record attendance and save information for future contact tracing purposes.
- Ask participants, individually or as a group, the Screening Questions:
  - Do you have fever, new or existing cough or difficulty breathing? Yes No
  - Have you traveled outside of Canada within the past 14 days? Yes No
  - Have you been in contact with someone who has been diagnosed with or is suspected of having COVID-19, or someone who has been in contact with a person or persons who have an acute respiratory illness and has been outside Canada in the previous 14-days?  
Yes No

Should any participant answer “Yes” to any Screening Question they must remove themselves from participating in the session.

- Provide clean discs for all participants
- Remind participants to maintain physical distancing of at least 2 meters at all times during session.

### **Post Event**

- Collect all discs from participants in storage container.
- Provide hand sanitizer to all participants leaving the field area.
- Wash or sanitize hands thoroughly at end of each session.

## Participant Checklist

### Pre-Event

Items to bring to session (please let organizers know if you don't have any of the following so that it may be provided):

- Water bottle, clearly labeled with your name. Water fountains should be avoided.
- Hand sanitizer to be used before, during and after sessions.
- Face mask (according to local public health guidelines).
- DO NOT bring any discs to the session. Clean discs will be provided by session organizers.
- Complete Participant Agreement and Waiver (Adult) or Assumption of Risk forms and return to session organizers electronically or bring completed form to session.

### During Event

- Enter field area using designated "Entry" gate (if applicable).
- Only participants should enter the field area, spectators should remain on the field perimeter (outside the fence if applicable) and maintain physical distancing from other spectators.
- Use hand sanitizer when entering the field area.
- Place personal items in designated areas as indicated by session organizers.
- Maintain a physical distance of at least 2 meters from all other participants and coaches at all times.
- Only use your own water bottle.

### Post Event

- Collect all of your personal items.
- Exit field area using designated "Exit" gate (if applicable).
- Use hand sanitizer when exiting the field area.
- Maintain physical distancing from other participants while exiting the field.

Appendix B – Sample Forms/Waivers

# PRE-REGISTRATION & INFORMATION COLLECTION FORM

## *Participant Information*

- Full Name: \_\_\_\_\_
- Email/Phone: \_\_\_\_\_
- Participant Age: \_\_\_\_\_

## *Screening Questions*

- Health Check Question - Do you have fever, new or existing cough or difficulty breathing? Yes No
- Travel Check Question - Have you traveled outside of Canada within the past 14 days? Yes No
- Contact Check Question - Have you been in contact with someone who has been diagnosed with or is suspected of having COVID-19, or someone who has been in contact with a person or persons who have an acute respiratory illness and has been outside Canada in the previous 14-days? Yes No

## *ADULT PRE-REGISTRATION FORM*

Due to the COVID-19 (Coronavirus disease) health situation, any activities involving multiple participants comes with risk of contraction of COVID-19 (Coronavirus disease) or other infectious diseases. I hereby agree that the risk of my contracting COVID-19 is increased as a result of participating in the Session: Yes No

## *JUNIOR PRE-REGISTRATION FORM* (Participants younger than 19 years of age)

Due to the COVID-19 (Coronavirus disease) health situation, any activities involving multiple participants comes with risk of contraction of COVID-19 (Coronavirus disease) or other infectious diseases. I hereby agree that the risk of my child contracting COVID-19 is increased as a result of participating in the Session: Yes No

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Contact Number: \_\_\_\_\_

# PARTICIPANT AGREEMENT

All participants of <NAME OF ORGANIZATION> agree to abide by the following points when participating in organizations activities under the COVID-19 response plan and Return to Play Protocol:

- I agree to symptom screening checks, and will let the organization know if I have experienced any of the symptoms in the last 14 days.
- I agree to stay home if feeling sick, and remain home for 14 days if experiencing COVID-19 symptoms
- I agree to sanitize my hands upon entering and exiting the facility, with soap or sanitizer.
- I agree to continue to follow physical distancing protocols, staying at least 2 meters away from others.
- I agree to not share any personal items during practice times.
- I agree to abide by all of my organizations COVID-19 policies and guidelines.
- I understand that if I do not abide by the aforementioned policies/guidelines, that I may be asked to leave the activities for up to 14 days to help protect myself and others around me.
- I acknowledge that continued abuse of the policies and/or guidelines may result in suspension of my club membership temporarily.
- I acknowledge that there are risks associated with taking part in sports activities, and that the measures taken but the organization and participants, including those set out above and under the COVID-19 Response Plan and Return to Sport Protocols, will not entirely eliminate those risks.

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

Signature: \_\_\_\_\_

Participant Name (Printed): \_\_\_\_\_

# RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

*(To be executed by Participants over the Age of Majority)*

**WARNING! By signing this document you will waive certain legal rights.  
Please read carefully.**

1. **This is a binding legal agreement. I understand that this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, legal representatives, successors and assigns in the event of my death or incapacity. Clarify any questions or concerns before signing. In consideration of the opportunity to participate as a Participant in the spectating, orientation, instruction, training, participation in the sport of athletics, related athletics disciplines, activities, programs, travel to and from competitive events and associated non-competitive events, including the services of and offered (the "Activities") by [insert organization] its respective directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, governing body, agents, sponsors, owners/operators of the facilities in which the Activities take place and representatives (collectively the "Organization") the undersigned, being the Participant, acknowledges and agrees to the following terms:**

**Initial\_\_\_\_\_**

**Description of Risks**

2. I understand and acknowledge that my participation in the Activities offered by the Organization carries with it the potential for death, serious injury, and personal loss to myself and to my next of kin. The risks, dangers and hazards (the "Risks") may include, but are not limited to:

- a) Strenuous and demanding physical exertion, strenuous cardiovascular workouts, rapid movements, exertion and tension on various muscle groups which may cause serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or my general health and wellbeing.
- b) Concussion or other related head injuries including but not limited to closed head injury or blunt head trauma.
- c) Loss of or damage to equipment/property.
- d) Exposure to extreme conditions and circumstances.
- e) Contact with other participants, officials, administrators, spectators or other natural or manmade objects, dangers arising from adverse weather conditions, imperfect field of play conditions, equipment failure or malfunction, inadequate safety measures and participants of varying skill levels.
- f) Without limiting the generality of the foregoing, and despite any potential screening efforts to detect infections, I acknowledge that the reference to Risks includes the contagious nature of Covid-19 and all other contagious diseases and assume the risk

that I may be exposed to or infected with Covid-19 and/or some other contagious disease by participating in the Activities which may in turn be transmitted to a next-of-kin.

3. By participating in the Activities, I freely accept and fully assume all of the Risks and the possibility of personal injury, death, property damage or loss resulting therefrom, including without limitation any injury, death, damage or loss to myself or to my next of kin that may arise from any act or omission on my part, on the part of another participant, volunteer, or spectator or on the part of the Organization or anyone for whom the Organization is at law responsible, or from dangerous or defective equipment or property owned, maintained or controlled by said persons.

Initial \_\_\_\_\_

#### **Terms and Attestation**

4. The Participant attests, acknowledges and agrees:

- a) I am in good physical and mental condition to participate in the Activities.
- b) I will comply with the rules and regulations for participation in the Activities including those that are a condition of use of the facility or venue in which the Activities occur.
- c) I will comply with all rules and regulations of the Organization, and with the rules and regulations of all applicable health authorities concerning all matters of health and safety including all rules and obligations as they relate to COVID-19 or such other communicable disease or contagion.
- d) If I observe a significant hazard or risk, I will remove myself from participation in the Activities and report the hazard or risk to the attention of an Organization representative immediately.
- e) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for any participant
- f) When I practice or train in my own space, I am responsible for the surroundings and the location and equipment that I select.
- g) 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; and
- h) I am responsible for the choice of my own safety equipment, if required or recommended and the secure fitting of any such safety equipment.

Initial \_\_\_\_\_

#### **Release of Liability and Waiver**

In consideration of allowing me to use of any of its properties, facilities and equipment ("Facilities") and to participate in the Activities and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), I HEREBY AGREE AS FOLLOWS:

**5. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future** have against the Organization and its officers, directors, employees, agents and representatives and those for whom it is at law responsible (all of whom are collectively referred to as "Released Parties").

**6. TO RELEASE THE RELEASED PARTIES from any and all liability** for any losses, damages, expenses or injuries, or death, that I, or my next of kin may suffer as a result of my use of the Facilities or my participation in the Activities, due to any cause whatsoever, including without limitation, any act or omission, breach of contract or breach of any statutory or other duty of care, including any duty of care owed in accordance with the laws of Ontario on the part of the Released Parties and further including without limitation, any failure on the part of the Released Parties to safeguard or protect myself from the Risks associated with my use of the Facilities or participation in the Activities.

**7. TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES from any and all liability**, defence costs, including legal fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by myself or by anyone on my behalf even if arising out of the act or omission of the Organization, or anyone for whom the Organization is at law responsible.

**8. TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES from any and all liability** for any property damage or personal injury to any third party, resulting from my use of the Facilities or participation in the Activities.

**9.** In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Released Parties with respect to the safety of the use of the Facilities or my participation in the Activities.

**10. That this Agreement shall be effective and binding on me, my heirs, next of kin, executors, administrators, legal representatives, successors and assigns in the event of my death or incapacity.**

**11. That this Release of Liability, Waiver Claims, Assumption of Risks and Indemnity Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.**

#### **Jurisdiction and Severability**

12. The Participant agrees that in the event that the Participant files a lawsuit against the Organization, the Participant agrees to do so solely in the Province of Ontario, Canada and further agrees that the substantive law of the Province of Ontario will apply without regard to conflict of law rules. The Participant further agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

#### **Acknowledgment**

I HAVE READ THIS AGREEMENT AND HAVE HAD THE FULL OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE EXECUTION OF THIS AGREEMENT. I CERTIFY THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.



# RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

*(To be executed by Parent/Legal Guardian of the Participant)*

**WARNING! By signing this document you will waive certain legal rights.  
Please read carefully.**

1. **This is a binding legal agreement. I understand that this Agreement shall be effective and binding upon my minor child/ward, myself, our heirs, next of kin, executors, administrators, legal representatives, successors and assigns in the event of either of our deaths or incapacity. Clarify any questions or concerns before signing. In consideration of the opportunity for my minor child/ward to participate as a Participant in the spectating, orientation, instruction, training, participation in the sport of athletics, related athletics disciplines, activities, programs, travel to and from competitive events and associated non-competitive events, including the services of and offered (the "Activities") by [insert organization] its respective directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, governing body, agents, sponsors, owners/operators of the facilities in which the Activities take place and representatives (collectively the "Organization") the undersigned, being the Parent/Legal Guardian of the Participant, acknowledges and agrees to the following terms:**

<b>Initial _____</b>	<b>Description of Risks</b>
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2. I understand and acknowledge that my minor child's / ward's participation in the Activities offered by the Organization carries with it the potential for death, serious injury, and personal loss to my minor child / ward, to myself, and to our next of kin. The risks, dangers and hazards (the "Risks") may include, but are not limited to:

- a) Strenuous and demanding physical exertion, strenuous cardiovascular workouts, rapid movements, exertion and tension on various muscle groups which may cause serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my minor child's / ward's body or his or her general health and wellbeing.
- b) Concussion or other related head injuries including but not limited to closed head injury or blunt head trauma.
- c) Loss of or damage to equipment/property.
- d) Exposure to extreme conditions and circumstances.
- e) Contact with other participants, officials, administrators, spectators or other natural or manmade objects, dangers arising from adverse weather conditions, imperfect field of play conditions, equipment failure or malfunction, inadequate safety measures and participants of varying skill levels.
- f) Without limiting the generality of the foregoing, and despite any potential screening efforts to detect infections, I acknowledge that the reference to Risks includes the

contagious nature of Covid-19 and all other contagious diseases and assume the risk that my minor child/ward may be exposed to or infected with Covid-19 and/or some other contagious disease by participating in the Activities which may in turn be transmitted to myself and our next-of-kin.

3. By allowing my minor child/ward to participate in the Activities, I freely accept and fully assume all of the Risks and the possibility of personal injury, death, property damage or loss resulting therefrom, including without limitation any injury, death, damage or loss to my minor child/ward, myself, or to our next of kin that may arise from any act or omission on the part of my minor child/ward, on the part of another participant, volunteer, or spectator or on the part of the Organization or anyone for whom the Organization is at law responsible, or from dangerous or defective equipment or property owned, maintained or controlled by said persons.

Initial \_\_\_\_\_

### **Terms and Attestation**

4. The Participant attests, acknowledges and agrees:

a) My minor child/ward is in good physical and mental condition to participate in the Activities.

b) My minor child/ward will comply with the rules and regulations for participation in the Activities including those that are a condition of use of the facility or venue in which the Activities occur.

c) My minor child/ward will comply with all rules and regulations of the Organization, and with the rules and regulations of all applicable health authorities concerning all matters of health and safety including all rules and obligations as they relate to COVID-19 or such other communicable disease or contagion.

d) If my minor child/ward observes a significant hazard or risk, he or she will remove himself or herself from participation in the Activities and report the hazard or risk to the attention of an Organization representative immediately.

e) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for any participant.

f) When my minor child/ward practices or trains in his or her own space, he or she is responsible for the surroundings and the location and equipment that I select.

g) It is my and my minor child's / ward's responsibility to assess whether any Activities are too difficult for my minor child/ward. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity for my minor child/ward; and

h) I and my minor child / ward are responsible for the choice of his or her own safety equipment, if required or recommended and the secure fitting of any such safety equipment.

Initial \_\_\_\_\_

### **Release of Liability and Waiver**

In consideration of allowing my minor child/ward to use of any of its properties, facilities and equipment ("Facilities") and to participate in the Activities and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), I HEREBY AGREE AS FOLLOWS:

**5. TO WAIVE ANY AND ALL CLAIMS that I or my minor child/ ward have or may in the future** have against the Organization and its officers, directors, employees, agents and representatives and those for whom it is at law responsible (all of whom are collectively referred to as "Released Parties").

**6. TO RELEASE THE RELEASED PARTIES from any and all liability** for any losses, damages, expenses or injuries, or death, that I, my minor child/ward or my next of kin may suffer as a result of my minor child's / ward's use of the Facilities or my minor child's / ward's participation in the Activities, due to any cause whatsoever, including without limitation, any act or omission, breach of contract or breach of any statutory or other duty of care, including any duty of care owed in accordance with the laws of Ontario on the part of the Released Parties and further including without limitation, any failure on the part of the Released Parties to safeguard or protect my minor child/ward from the Risks associated with his or her use of the Facilities or participation in the Activities.

**7. TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES from any and all liability**, defence costs, including legal fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by my minor child/ward, myself or by anyone on behalf of my minor child/ward even if arising out of the act or omission of the Organization, or anyone for whom the Organization is at law responsible.

**8. TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES from any and all liability** for any property damage or personal injury to any third party, resulting from my minor child's / ward's use of the Facilities or participation in the Activities.

**9.** In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Released Parties with respect to the safety of the use of the Facilities or my minor child's / ward's participation in the Activities.

**10. That this Agreement shall be effective and binding on me, my minor child/ward, our heirs, next of kin, executors, administrators, legal representatives, successors and assigns in the event of my, or my minor child's / ward's death or incapacity.**

**11. That this Release of Liability, Waiver Claims, Assumption of Risks and Indemnity Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.**

#### **Jurisdiction**

12. I agree that in the event that I, my minor child/ward or anyone on behalf of myself or my minor child/ward files a lawsuit against the Organization, I agree to do so solely in the Province of Ontario, Canada and further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules. I further agree that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and



# INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

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

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

Participant's Name: \_\_\_\_\_

1. This is a binding legal agreement. Clarify any questions or concerns before signing. In consideration of the opportunity to participate as a Participant in the spectating, orientation, instruction, training, participation in the sport of athletics, related athletics disciplines, activities, programs, travel to and from competitive events and associated non-competitive events, including the services of and offered (the "Activities") by [insert organization name], its respective, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, governing body, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the following terms:

## **Description of Risks**

2. The Participant understands and acknowledges the following risks dangers and hazards (the "Risks") of the Activities and related disciplines which include without limitation:

- a) Strenuous and demanding physical exertion, strenuous cardiovascular workouts, rapid movements, exertion and tension on various muscle groups which may cause serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or the Participant's general health and wellbeing.
- b) Concussion or other related head injuries including but not limited to closed head injury or blunt head trauma.
- c) Loss of or damage to equipment/property.
- d) Exposure to extreme conditions and circumstances.
- e) Contact with other participants, officials, administrators, spectators or other natural or manmade objects, dangers arising from adverse weather conditions, imperfect field of play conditions, equipment failure or malfunction, inadequate safety measures and participants of varying skill levels.

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 for serious bodily injury, sickness, disease, contagion including but not limited to COVID-19, permanent disability, paralysis and loss of life.

4. The Organization may offer or promote online programming (such as webinars, remote conferences, workshops and online training) which have different foreseeable and unforeseeable risks than in-person programming.

5. The Participant understands that these Risks may be caused in whole or in part by the Participant's own actions or inactions, the actions or inactions of others participating in or present during the Activities or the negligent acts or omissions of the Organization.

### **Terms and Attestation**

6. The Participant attests, acknowledges and agrees:

a) That the Participant is in good physical and mental condition to participate in the Activities.

b) The Participant will comply with the rules and regulations for participation in the Activities including those that are a condition of use of the facility or venue in which the Activities occur.

c) The Participant will comply with all rules and regulations of the Organization, Dominion of Canada, Ontario and Public Health concerning matters of health and safety and specifically as they relate to COVID-19 or such other communicable disease or contagion.

d) If the Participant observes a significant hazard or risk, the Participant will remove themselves from participation in the Activities and report the hazard or risk to the attention of an Organization representative immediately.

e) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant.

f) When the Participant practices or trains in the Participant's own space, the Participant is responsible for the surroundings and the location and equipment that the Participant selects.

g) That it is the Participant's sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant acknowledges and accepts the suitability and conditions of the Activity; and

h) That they are responsible for the choice of the Participant's safety equipment, if required or recommended and the secure fitting of the safety equipment.

### **Release of Liability**

7. The Participant hereby expressly assumes all such risks and responsibility for any damages, liabilities, losses including loss of income, expenses or related loss which they incur as a result of the Participant's participation in the Activities.

### **Jurisdiction**

8. The Participant agrees that in the event that the Participant files a lawsuit against the Organization, the Participant agrees to do so solely in the Province of Ontario, Canada and the Participant further agrees that the substantive law of the Province of Ontario will apply without regard to conflict of law rules.

**Severability**

9. The Participant further agrees that if any portion of this agreement is found to be void or unenforceable the remaining sections of the document shall remain in full force and effect

**Acknowledgement**

10. The Participant acknowledges 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, the Participant's heirs, spouse, parents, guardians, next of kin, executors, administrators and legal or personal representatives. The Participant further acknowledges by signing this Agreement they have waived the right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

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

Date of Birth: \_\_\_\_\_

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

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

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

## Appendix C – Resources

- [Province of Ontario self-assessment tool for COVID-19](#)
- [Government of Canada hand-washing guide](#)
- [Ontario Physical Distancing Rules](#)
- [Public Health Ontario - Hand Hygiene](#)
- [Public Health Ontario Cleaning and Disinfectants for Public Settings](#)
- [Resources to prevent COVID-19 in the workplace](#)
- [First Aid Protocols for COVID-19 - Red Cross](#)
- [Heart & Stroke - Modifications to hands-only CPR during COVID-19](#)
- [Ontario's Reopening Plan](#)
- [Updating your Waivers and Forms - Sport Law & Strategy Group](#)
- [Right to refuse or stop work](#)
- [Ultimate Canada Return to Play Guidelines](#)
- [Ultimate Canada Return to Play List of Activities](#)

# Appendix D – Phase Alignment Diagram

