

**ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND RELEASE OF LIABILITY AGREEMENT
WORDING FOR THE MAPLE RIDGE 2024 BC SUMMER GAMES
VOLUNTEERS**

This the information that was agreed to when the volunteer registration form was completed online.

1. This Agreement must be signed by the Volunteer and/or the Volunteer's parent/guardian (if applicable, when the Volunteer is younger than 19 years old) prior to volunteering and 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.
2. The Volunteer acknowledges and agrees to the terms outlined in this document. When applicable, the Volunteer's parent/guardian acknowledges and agrees to the terms on behalf of the Volunteer and references in this document to the Volunteer agreeing to or acknowledging a risk or term is understood to be referring to the Volunteer's parent/guardian agreeing to or acknowledging the risk or term on behalf of the Volunteer.

ACTIVITIES

3. The Volunteer is voluntarily volunteering with the hosting, transporting, organizing and activities (collectively the "**Activities**") provided by, and/or in the events sponsored or organized by, the BC Games Society and/or the Maple Ridge 2024 BC Summer Games Society. The Activities may include but are not limited to event-specific services, hosting, and programming, sport competitions, ceremonies and events, transporting, accommodating, and feeding individuals.
4. The Province of British Columbia, and the BC Games Society and/or the Maple Ridge 2024 BC Summer Games Society, and their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility 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 Volunteer during or as a result of the Activities and/or, when the Volunteer is younger than 19 years old, when caused by the negligence of the Organization.

RISKS

5. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of fitness or abilities of volunteers, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction. 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. These inherent physical risks include:
 - 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; sprains and fractures, spinal cord injuries, 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 or barriers that are a part of the premises such as fences, poles and stands; dangerous, unsafe, or irregular conditions on the grass, ground, field or other surfaces; extreme weather conditions; and travel to and from the 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 wear safety or protective equipment; and failure to use or operate equipment within the Volunteer's own ability
 - d) Contact: contact with participants or volunteers, sports equipment, vehicles, or other persons; and other contact that 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 the Volunteer's own ability or within designated areas
 - g) Activities: the inherent risks of the Activities, including but not limited to being transported to and from, or transporting individuals to and from or at, the Activities; falling off a bus; being provided food or feeding individuals; and being trampled or jostled by crowds
 - h) Conduct: the Volunteer's conduct and conduct of other persons including any physical altercation between others participating
6. Cyber. 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. These risks include privacy breaches, hacking, technology malfunction or damage.
7. COVID-19. The COVID-19 disease has been declared a worldwide pandemic by the World Health Organization and 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 Volunteer will not become infected with COVID-19. Further, volunteering in the Activities could increase the Volunteer's risk of contracting COVID-19 or any other contagious disease.

8. COVID-19 Protocol. The Organization may develop COVID-19 protocols to which all volunteers must adhere. The Volunteer has reviewed the COVID-19 protocols and, when applicable, responded to any COVID-19 questionnaire or compliance declaration provided to the Volunteer by the Organization. The Organization has the discretion to remove the Volunteer from the Activities if the Volunteer does not comply with the protocols.

TERMS

9. In consideration of the Organization allowing the Volunteer to volunteer in the Activities, the Volunteer agrees:
- a) That the Volunteer's mental and physical condition is appropriate to volunteer in the Activities and the Volunteer (or the Volunteer's parent/guardian, if applicable) assumes all risks related to the Volunteer's mental and physical condition
 - b) To comply with the rules and regulations for volunteering in the Activities, including but not limited to the Code of Conduct and the Culture of the Games statements
 - c) To comply with the rules of the facility or equipment
 - d) That if the Volunteer observes an unusual significant hazard or risk, the Volunteer will remove themselves from volunteering and immediately bring their observations to a representative of the Organization
 - e) The risks associated with the Activities are increased when the Volunteer is impaired and the Volunteer will not volunteer if impaired in any way
 - f) That it is the Volunteer's (or the Volunteer's parent/guardian, if applicable) sole responsibility to assess whether any Activities are too difficult for the Volunteer. By the Volunteer commencing an Activity, the Volunteer (or the Volunteer's parent/guardian, if applicable) acknowledges and accepts the suitability and conditions of the Activity
 - g) That COVID-19 is contagious in nature and the Volunteer may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death
 - h) That the Volunteer (or the Volunteer's parent/guardian, if applicable) is responsible for choosing the Volunteer's safety or protective equipment and the secure fitting of that equipment
 - i) That the Organization does not assume responsibility for loss of wages, or costs associated with medical, dental or hospital care for any injury or loss incurred during the, or as a result of participating in the Activities

PERSONAL AND REGISTRATION INFORMATION

10. The Volunteer (and the Volunteer's parent/guardian, if applicable) agrees:
- a) That the Volunteer's registration information will be used to allocate volunteers to the various Chair areas, determine tasks and functions, to advise of meetings, training sessions, scheduling, and other Games related information, as well as to arrange liability insurance coverage to address any claims arising from volunteering in the Activities
 - b) That the Volunteer's name, address, email address, phone number, and/or image(s) may be used in non-commercial promotion/development of sport or the Organization, which may include the provision of this information to the media, the Premier, the Minister responsible for the Games, members of the legislative assembly, local members of parliament, school principals, school district superintendents, local mayors, local municipal volunteer agency or department, and/or to BC Games Society sport partners, for the purpose of recognition, acknowledgement, informing of sport-related opportunities, and/or for commemorative materials made available for free or purchase
 - c) That the Organization will not be liable for any communication from a third-party group that receives the Volunteer's contact information from the Organization after the two-year period under Canadian Anti-Spam Legislation expires. The two-year period begins at the conclusion of the Maple Ridge 2024 BC Summer Games.

ACTIVITIES STATUS

11. The Volunteer (and the Volunteer's parent/guardian, if applicable) agrees that the Organization has the discretion to cancel or modify the structure of any Activities due to a public health or safety issue, which may include changing the manner in which individuals become eligible to volunteer.
12. The Volunteer (and the Volunteer's parent/guardian, if applicable) agrees that the Organization may implement and enforce guidelines for volunteering that may include adhering to Return to Games protocols, signing declarations of compliance, or requiring that personal protective equipment be worn by Volunteers (and their parents/guardians, if applicable). The Organization has the discretion to remove any Volunteer (and their parents/guardians, if applicable) who does not comply with the Return to Games protocols, sign a declaration, or wear personal protective equipment. When required, the Volunteer is responsible for providing their own personal protective equipment.
13. Negligence (for Volunteers 19 years and older): The Organization may be negligent, which may include failure by the Organization to take reasonable steps to safeguard or protect the Volunteer from the risks, dangers and hazards associated with participating in the Activities.

DISCLAIMER

14. When the Volunteer is 19 years old or older, the Volunteer assumes all risks arising out of, associated with or related to, volunteering in the Activities and waives any and all claims that the Volunteer may have now or in the future against the Organization. The Volunteer, when 19 years old 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 volunteering in the Activities.

15. *When the Volunteer is 19 years old or older*, the Volunteer forever indemnifies and releases 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 the Volunteer has or may have in the future, that might arise out of, result from, or relate to, volunteering in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the Organization's negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.
16. *For all Volunteers*. The Organization is not responsible or liable for any damage to the Volunteer's vehicle, property, or equipment that may occur as a result of the Activities. This Agreement is intended to be as broad and inclusive as is permitted by law of the British Columbia and if any portion thereof is held invalid, the balance shall continue in full legal force and effect. The Volunteer (or the Volunteer's parent/guardian, if applicable) agrees acknowledges that this Agreement will be interpreted in accordance with the laws of the Province of British Columbia.

ACKNOWLEDGMENT

17. The Volunteer (and the Volunteer'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. They further acknowledge that by signing this Agreement they have waived their right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.
18. *When the Volunteer is younger than 19 years old*, the undersigned acknowledges and agrees that they are a parent/guardian of the Volunteer and have full legal responsibility for the decisions of the Volunteer.

For questions about this form and/or the collection and use of information of registered volunteers, please contact the BC Games Society at 200 - 990 Fort Street, Victoria, BC V8V 3K2 or (250) 387-1375 or info@bcgames.org