



Date of Approval:
March 2024

Next Review:
March 2025

Approved by:
WGB Board of Directors

TRAVEL CONSENT FORM & DISCLAIMER PACKAGE

Disclaimer, Assumption of Risk, Waiver of Claims, Release of Liability. Whitehorse Glacier Bears / Swim BC (Referred to throughout as “the Organization(s)” or **WGB**). All documents included in this package are supplementary to the Organizations Travel Policy.

All participants must fully complete the **Whitehorse Glacier Bears** Travel Consent Form and Disclaimer and submit the forms to the Organization by a designated date in advance of the Activities. Minors must have signed consent from their parent or guardian on their forms in order to participate. The Travel Consent Form and Disclaimer is provided by the Committee in two versions, an adult version and a minor (under the age of majority) version; **Appendix A & B** are the only acceptable Travel Consent Forms. **Appendix C** highlights the list of the Athlete’s ailments and medications.

The Organization reserves the right to deny participation in the Activities of any athlete, coach, staff, volunteer, parent/guardian, or Responsible Adult who does not complete the required travel consent and disclaimer forms and all related documentation to the satisfaction of the Organization.

General, Assumption of Risk, Waiver of Claims, Release of Liability

WGB advises the Participant and their parents/guardians of the following:

1. The Participant is attending the Event and must comply with the **WGB** and Swim BC policies, regulations, and rules.
2. The Participant and their parents/guardians agree:
 - a) That the Participant’s mental and physical condition is appropriate to participate in and travel to the Event
 - b) To comply with the rules and regulations for participation in the Event and the facility
 - c) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation or the hazard or risk.
 - d) The risks associated with the Event and any associated travel are increased when the Participant is impaired, and the Participant agrees not to participate or travel if impaired in any way.
3. Furthermore, the Participant and their parents/guardians agree:
 - a) To WAIVE any and all claims that the Participant may have now or in the future against **WGB** and Swim BC due to participation in and travel to the Event;
 - b) 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 participation in and travel to the Event; and
 - c) To FOREVER RELEASE **WGB** and Swim BC 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 the participation in and travel to the Event.

The Participant and their parents/guardians further acknowledge/agree:

4. The Participant is voluntarily participating in the sport of swimming and the spectating, orientation, instruction, activities, competitions, programs, and services (collectively the “**Activities**”) approved and sanctioned by Swim BC. The Activities may include but are not limited to including competitions, meets, programs, practices, training, personal or strength training, dry land training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs.
5. **WGB**, Swim BC and 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 (collectively the “**Organizations**”) 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 Activities and/or, when the Participant is 19 years old or older, when caused by the negligence of the Organizations.



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6. 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 Participant and their parents/guardians understand that the following risks include but may not be limited to the following enumerated risks. The Participant and their parent/guardian indicate acknowledgment of the risks by checking the box following the enumerated items.

- 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; dangerous, unsafe, or irregular conditions in the pool, on the pool deck or on other surfaces; and travel to and from the premises
- c. **Water:** entering the water including without limitation by either diving or jumping; spending extended time underwater; drowning; spending extended times in chlorinated water which may result in bacterial infections and rashes;
- d. **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 Participant's own ability;
- e. **Advice:** negligent advice regarding the Activities
- f. **Ability:** failing to act safely or within the Participant's own ability or within designated areas;
- g. **Sport:** the sport of swimming and its inherent risks, including but not limited to slipping, falling, or colliding with the pool, pool deck, pool bottom, walls, stands, equipment or with other participants and other contact; all or any of which may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury
- h. **Conduct:** the Participant's conduct and conduct of other persons including any physical altercation between participants
- i. **Travel:** travel to and from the Activities
- j. **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.
- k. **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 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. 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;
- l. **COVID-19 Protocol:** The Organization may develop COVID-19 protocols to which all participants must adhere. The Participant has reviewed the COVID-19 protocols and, when applicable, responded to any COVID-19 questionnaire or compliance declaration provided to the Participant by the Organization. The Organization has the discretion to remove the Participant from the Activities if the Participant does not comply with the protocols.
- m. **Negligence:** The Organization may be negligent, which may include failure by the Organization to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with participation in the Activities.

- The Participant accepts that the Organization may be negligent as outlined in (m).

***Only check this box if the Participant is 19 years or older**



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Terms

7. In consideration of the Organizations allowing the Participant to participate in the Activities, the Participant agrees:
- That the Participant is not relying on any oral or written statements made by the Organizations or their agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
 - That when the Participant practices or trains in their own space, the Participant (or the Participant's parent/guardian, if applicable) is responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
 - That the Participant's mental and physical condition is appropriate to participate in the Activities and the Participant (or the Participant's parent/guardian, if applicable) assumes all risks related to the Participant's mental and physical condition;
 - To comply with the rules and regulations for participation in the Activities;
 - To comply with the rules of the facility or equipment;
 - The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way;
 - That it is the Participant's (or the Participant's parent/guardian, if applicable) sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant (or the Participant's parent/guardian, if applicable) acknowledges and accepts the suitability and conditions of the Activity;
 - That the Participant (or the Participant's parent/guardian, if applicable) is responsible for choosing the Participant's safety or protective equipment and the secure fitting of that equipment.

Status of Activities

With respect to the Activities taking place at any event, the Participant (and the Participant's parent/guardian, if applicable) agree 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 removing specific disciplines or age groups from a competition, changing a competition format, or changing the way individuals become eligible to participate.
- The Organization may implement and enforce guidelines for participation that may include adhering to 'Return to Play' protocols, signing declarations of compliance, or requiring that personal protective equipment be worn by Participants (and their parents/guardians, if applicable). The Organization has the discretion to remove any Participant (and their parents/guardians, if applicable) who does not comply with the Return to Play protocols, sign a declaration, or wear personal protective equipment. When required, the Participant is responsible for providing their own personal protective equipment.

Disclaimer and Indemnification

- When the Participant is 19 years old or older, the Participant assumes all risks arising out of, associated with, or related to, participation in the Activities and waives all claims that the Participant may have now or in the future against the Organizations. The Participant, 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 participation in the Activities.
- When the Participant is 19 years old or older, the Participant 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 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 Organization's negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.



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12. For all Participants. The Organization 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 intended to be as broad and inclusive as is permitted by law of the Province of British Columbia and if any portion thereof is held invalid, the balance shall continue in full legal force and effect. The Participant (or the Participant's parent/guardian, if applicable) agrees to file any lawsuit against the Organization in the Province of British Columbia and further agrees that the substantive law of the Province of British Columbia will apply with regard to conflict of law rules.

ACKNOWLEDGMENT

13. The Participant and the Participant's parents/guardians acknowledge that they have read this agreement and its appendices and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, 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 based on any claims from which they have released herein.
14. When the Participant is younger than 19 years old, the undersigned acknowledges and agrees that they are a parent/guardian of the Participant and have full legal responsibility for the decisions of the Participant.

Name of Participant (print)

Signature of Participant

Date of Birth

Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date

Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date



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APPENDIX A

Whitehorse Glacier Bears TRAVEL CONSENT FORM (for participants who are 19 years old and older)

The following document must be legible and fully completed by the Participant

Participant Information

Participant's Full Name (print): _____

Participant's Birthdate: _____ Participant's Gender Identity: _____

Participant's Address: _____
Street Address City Prov Postal Code

Participant's Contact: _____
Cell Phone Home Phone Email Address

Activity/Event Information

Name of Activity/Event: _____

Activity/Event Location: _____

Expected Arrival Date: _____ Expected Departure Date: _____

Participant will be residing with the team at the following address(s):

- Residence / Hotel A: _____
- Residence /Hotel B: _____

Other Activity/Event Information **[enter as applicable]**: _____



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APPENDIX B

Whitehorse Glacier Bears TRAVEL CONSENT FORM (MINOR)

(for participants who are 18 years old and younger)

The following document must be legible and fully completed by one or more lawful parent/guardians of the participant.

Participant Information

Participant's Full Name (print): _____

Participant's Birthdate: _____ Participant's Gender Identity: _____

Participant's Address: _____
Street Address City Prov Postal Code

Participant's Contact: _____
Cell Phone Home Phone Email Address

Activity/Event Information

Name of Activity/Event: _____

Activity/Event Location: _____

Expected Arrival Date: _____ Expected Departure Date: _____

Participant will be residing with the team at the following address(s):

- Residence / Hotel A: _____
- Residence /Hotel B: _____

Other Activity/Event Information **[enter as applicable]**: _____



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Person(s) Giving Consent

To whom it may concern,

I / We,

full name(s)

am / are the lawful

person(s) / organization with:

- *custodial rights,*
- *guardianship rights, or*

of

participant's full name

I (we) give my (our) consent for the Participant, my (our) child, to travel to the Activity/Event with the **WGB** and the following accompanying person:

Name of Responsible Adult (Chaperone, Team Manager, etc.): _____

I (we) agree that the mental and physical condition of my (our) child is appropriate to travel to, and participate in, the Activities.

My (our) contact details are as follows:

Signature: _____ Date: _____

Address: _____

Phone: _____ (cell/work/residence)

Email Address: _____

Signature of Witness: _____ Date: _____

Signature: _____ Date: _____

Address: _____

Phone: _____ (cell/work/residence)

Email Address: _____

Signature of Witness: _____ Date: _____

I (we) understand that my (our) signature(s) is (are) also required at the end of the Disclaimer, located at the beginning of this travel package.



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APPENDIX C LIST OF MEDICATIONS

The following is a list of all _____'s medical ailments and the requisite medications:
(athlete's name)

a)

b)

c)

d)

e)

f)

g)

I, _____ acknowledge that the above information is true and accurate.
(Name of Parent or Guardian)

Signature: _____

Date: _____