

BC RHYTHMIC GYMNASTICS SPORTIVE GYMNASTICS FEDERATION (BCRSGF)

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIAL

Name of Participant	Last	First		
Parent or Guardian if participant under age 19	Last	First		
Address	Street	City	Prov	
	Country	Postal Code	Email	Date of Birth: Day / Month / Year

TO: BCRSGF AND ALL MEMBER CLUBS and their respective directors, officers, employees, members, participants, coaches, volunteers, agents, independent contractors, subcontractors, representatives, successors, and all owners, operators or occupiers of the facilities in which the rhythmic gymnastics activities, as defined below, take place (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITIONS

In this Release Agreement, the term "**rhythmic gymnastics activities**" shall include all orientation, training, instruction, supervision, competitions, programs, services, and use of facilities and equipment which are organized, provided, controlled or conducted by the Releasees.

ASSUMPTION OF RISKS – Rhythmic gymnastics activities involve various risks, dangers and hazards, which can result in serious injuries and death. These risks, dangers and hazards are reviewed in detail in the BCRSGF website at: <http://www.rhythmicsbc.com/#1505606959328-84344a1c-7b16> Please take the time to learn about the risks, dangers and hazards of participating in rhythmic gymnastics activities by carefully reviewing the Health and Safety, Assumption of Risks, and Risk Management sections of the BCRSGF website. Exposure to infectious disease including COVID-19 is one of the risks of participating in rhythmic gymnastics activities. Specific information regarding the response of BCRSGF and member clubs to the COVID-19 pandemic is found in the Public Health section of the website. If you are a parent or guardian of a participant under the age of 19, please educate your child on these risks, dangers and hazards before completing this form. All participants in rhythmic gymnastics activities are required to assume all such risks, dangers and hazards and all injuries resulting therefrom.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH RHYTHMIC GYMNASTIC ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (applies to person 19 years of age and older) In consideration of **THE RELEASEES** allowing me to participate in gymnastics activities, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES** and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in gymnastics activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT*, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN RHYTHMIC GYMNASTICS ACTIVITIES;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in gymnastics activities;
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of gymnastics activities, other than what is set forth in this Release Agreement. **I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Dated this _____ day of _____ 20____

Signature of Witness
Please Print Name

Signature of Participant
Please Print Name
Signature of parent or guardian if participant is under age 19

COACHES CODE OF CONDUCT

COACHES HAVE A RESPONSIBILITY TO:

1. Treat everyone fairly within the context of their activity, regardless of gender, place of origin, colour, sexual orientation, religion, political belief or economic status.
2. Direct comments or criticism at the performance rather than the athlete.
3. Consistently display high personal standards and project a favourable image of their sport and of coaching.
 - a. *Refrain from public criticism of fellow coaches; especially when speaking to the media or recruiting athletes.*
 - b. *Abstain from the use of tobacco products while in the presence of her/his athletes and discourage their use by athletes.*
 - c. *Abstain from drinking alcoholic beverages when working with athletes.*
 - d. *Discourage the use of alcohol in conjunction with athletic events or victory celebrations at the playing site.*
 - e. *Refrain from the use of profane, insulting, harassing or otherwise offensive language in the conduct of his/her duties.*
4. Ensure that the activity being undertaken is suitable for the age, experience, ability and fitness level of the athletes and educate athletes as to their responsibilities in contributing to a safe environment.
5. Communicate and co-operate with registered medical practitioners in the diagnoses, treatment and management of their athletes' medical and psychological problems. Consider the athletes' future health and well being as foremost when making decisions regarding an injured athletes' ability to continue playing or training.
6. Recognize and accept when to refer athletes to other coaches or sport specialists.
7. Allow athletes' goals to take precedence over their own.
8. Regularly seek ways of increasing professional development and awareness.
9. Treat opponents and officials with due respect, both in victory and defeat and encourage athletes to act accordingly.
10. Actively encourage athletes to uphold the rules of their sport and the spirit of such rules.
11. In the case of minors, communicate and co-operate with the athlete's parents or legal guardians involving them in management decisions pertaining to their child's development.
12. In an educational institution, be aware of the academic pressures placed on student-athletes and conduct practices and games in a manner so as to allow balanced success.

COACHES MUST:

1. Ensure the safety of the athletes with whom they work.
2. At no time become intimately and/or sexually involved with their athletes. This includes requests for sexual favours or threat of reprisal for the rejection of such requests.
3. Respect athlete's dignity; verbal or physical behaviours that constitute harassment or abuse are unacceptable (definition of harassment as stated below).
4. Never advocate or condone the use of drugs or banned performance enhancing substances.
5. Never provide under age athletes with alcohol.
6. ***I have read and understand the above statements and agree to conduct myself in a manner that demonstrates the standards established in the Coaching Code of Conduct and Coaching Code of Ethics.***

I HAVE READ THE ATHLETE AGREEMENT AND AGREE TO ABIDE TO THE RULES OUTLINED.

Coach Initial
Parent or guardian if coach is under age 19 initial

PIPEDA/PIPA RELEASE FORM

1. The personal information you provide to the BCRSGF for Provincial and National events, is collected under the authority of the PIPEDA privacy bill for Canada. It is used to determine your eligibility for competitive and recreational opportunities, age related events, to facilitate your enrolment, to administer and evaluate programs/courses of benefit to gymnasts, coaches, Board Members, volunteers and judges, and for insurance and statistical purposes. It may be necessary to disclose this information to major funding bodies in order to verify registration and meet the funding requirements.
2. Registration information required may include: name, age, birth date, address, gender, preferred pronouns, emergency contact information in case of accident or illness, previous movement experience, position within the club or provincial governing structure, volunteer experience, judging level attained, coaching level attained, performing and/or competitive level attained and citizenship information. Staff members and senior volunteers may have the following information collected and retained: coaching experience, performance appraisals, appointment records, resumes and letters of reference, university equivalency/course information for different aspects of coaching training, coach certification numbers, certifications and equivalencies.

Please fill in and sign the following form, indicating that you allow the transmission of personal information as indicated in Paragraph 1.0 of this document.

Coach Initial
Parent or guardian if coach is under age 19 initial

BCRSGF IMAGE RELEASE FORM

Participants at Club, Local, Provincial and National events held in Canada may have their image, likeness, name (excluding personal address, phone, fax number, and/or email address), province, city/town, and club, as well as (if applicable/relevant) rank within Canada or at a particular event and previous performing, competitive, judging, choreography or coaching history, used in publications and on the internet by BCRSGF as well as its agents, organizing committees and sponsors from time to time. When signing this form, gymnasts, volunteers, coaches, team managers, judges and, in the case of minors, their parent/guardian, agree that they have the authority to provide this authorization/approval to GCG and its agents, and sanctioned organizing committees. A facsimile, a scanned and emailed copy, or a photocopy of this form shall be deemed to constitute an original signed document.