

**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**

<b>Name of Participant</b>	Last	First		
<b>Parent or Guardian if participant under age 19</b>	Last	First		
<b>Address</b>	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.rhythmicbc.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

## ATHLETE AGREEMENT

As a member of the British Columbia Provincial Rhythmic Gymnastics Team, it is my intention to represent the British Columbia Rhythmic Sportive Gymnastics Federation and my Province with dignity and with a positive image in and out of the gymnasium. I understand and will conform to the following Conduct Code.

### **CONDUCT CODE**

#### **GENERAL:**

1. The members will conduct themselves at all times in a manner beneficial to the Rhythmic Gymnastics program. Clean and neat appearance and attire is essential. Members will wear British Columbia team uniforms when requested for travel, training, competition and group excursions.
2. Respect and consideration toward the public, coaches, volunteers and other athletes is a must. Foul language in or out of the gym will not be tolerated. Respect all rules of the facility.
3. Smoking will not be tolerated. Any involvement with non-prescription drugs will mean immediate suspension.
4. Consumption of alcoholic beverages is prohibited.
5. Members shall not contract with manufacturers, suppliers or retailers (material or financial) without advance approval from the Provincial Board.
6. Members will not trade or sell any equipment or clothing provided by the program without permission from the Provincial Board.
7. Members will attempt to please the media and general public and not make statements or written complaints against the British Columbia Rhythmic Sportive Gymnastics Federation, its volunteers or officials.
8. The athlete recognizes the British Columbia Rhythmic Sportive Gymnastic Federation as the sanctioning body to National and International competitions and will abide by the rules of F.I.G., the Canadian Rhythmic Sportive Gymnastic Federation and the British Columbia Rhythmic Sportive Gymnastic Federation. Members will not break any Provincial, State or Federal law.
9. Athletes shall be a member in good standing and remember they are representing all British Columbia Rhythmic Sportive Gymnastics Federation members in the Province and their behaviour is a reflection on us all as well as the Province.
10. Each athlete shall be liable for recovery of damages done to any facility used or occupied by her or any equipment lent to her, either alone or in conjunction with others.

#### **TRAVELLING:**

1. The team coach may be required to submit a report to the British Columbia Rhythmic Sportive Gymnastic Federation following each event represented by the British Columbia Team, and may be required to rate the conduct of each team member.
2. When travelling, the athletes are expected to respect the public, coaches and managers. No foul language is allowed.
3. When travelling, the athletes are expected to keep their rooms clean and orderly. (Moving or removing of furniture or equipment belonging to the facility they are occupying is not allowed).
4. The coach/team manager is in full charge of the athletes and shall use her/his discretion as to compliance with accepted rules of conduct.
5. If a breach of conduct occurs, the coach/team manager will contact the parents of the athlete and arrange the immediate transportation home at the expense of the athlete.
6. The coach/team manager shall set a reasonable curfew and all athletes shall be required to observe the said curfew at risk of suspension.
7. The coach/team manager shall be informed of any prescribed medication the athlete may be using and the athlete must have a letter signed by her physician to its use.
8. The coach/team manager will keep all prescription medicine unless otherwise instructed by her parent or legal guardian in writing.

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

Participant Initial
Parent or guardian if participant 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.

Participant Initial
Parent or guardian if participant 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.