## **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		
	Street			City	Prov	
Address	Country	Postal Code	Email		Date of Birth: Day / Month / Year	Age

**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: <a href="http://www.rhythmicsbc.com/#1505606959328-84344a1c-7b16">http://www.rhythmicsbc.com/#1505606959328-84344a1c-7b16</a> 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:

1. 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 nextof kin may suffer as a result of my participation in gymnastics activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDINGNEGLIGENCE, 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;

- 2. 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;
- 3. 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;
- 4. 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
- 5. 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

#### JUDGES CODE OF CONDUCT

#### **JUDGES OATH**

"In the name of all judges and officials, i promise that we will officiate in this provincial (national/zone/club, etc.) Competition with complete impartiality, respecting and abiding by the rules which govern them, in the true spirit of sportsmanship."

#### Judges ethical behaviour

Judges are expected to treat gymnasts, coaches, meet officials, and each other with courtesy and respect at all times.

Judges are to refrain from malicious gossip and demeaning remarks with intent to bias opinions concerning gymnasts, other judges, and coaches, and consider alternate possibilities, such as understanding, acceptance, or silence.

It is unethical for a judge to attempt to correct or to give coaching aid to a gymnast without first getting approval of the gymnast's coach

It is unethical for a judge to threaten or strike any gymnast, judge, coach, or meet official at a competition regardless of the situation.

It is unethical for a judge to use abusive language at any competition, training session, or BCRSGF meeting.

BCRSGF judges should make every attempt to attend judges meeting, clinics and symposiums hosted by the bcrsgf and others.

#### Judges' conduct at BCRSGF and GCG competitions

Attempt to observe the competition with objectivity and impartiality. It is preferable that parents and/or relatives of athletes and coaches of athletes competing should not be allowed to judge that particular competition.

It is unethical for a judge to speak with a coach or athlete during a competition.

It is unethical for a judge to attempt to have scorers change marks after a competition.

It is unethical for a judge to fail to attend a competition she is scheduled to attend, without communicating with the organizing committee ahead of time.

It is unethical for a judge to be late for a competition.

It is unethical for a judge to leave during a competition (with the exception of certain extenuating circumstances).

It is unethical for a judge to applaud after an athlete's performance or to physically demonstrate other forms of partiality.

Judges must be present one hour before the start of competition.

Judges must attempt to give marks independently of one another.

## Judges' attire and appearance

Judges should be dressed in the appropriate uniform, which consists of a blue jacket and navy blue pants or skirt. Judges must present themselves in an appropriate and acceptable manner as ambassadors of the bcrsgf, the province of b.c. and the sport of rhythmic gymnastics.

### Repercussions resulting from the unethical and unacceptable behaviour of BCRSGF judges

Any BCRSGF judge who cannot abide by the standards stated above will be asked in writing by the BCRSGF competitive development committee to constructively change their behaviour.

Any continuance of unethical behaviour will result in the BCRSGF board of directors imposing sanctions, as recommended by the BCRSGF competitive development committee.

I HAVE READ THE JUDGES CODE OF ETHICS AND AGREE TO ABIDE TO THE RULES OUTLINED.

Judges 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		
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## 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.