



COVID-19 Operational Plan Template

This template outlines the general COVID-19 specific policies and procedures that businesses and services must have in place to operate under the updated Public Health Order issued May 1, 2020. Each phase of *Renew PEI Together*, beginning May 1st, includes a further relaxation of restrictions for business allowed to operate, but still includes the same general principles outlined in this template.

Name of Business: Curl PEI

Civic Address: 40 Enman Cres., Suite 203, Charlottetown, PE, C1E 1E6

Owner/Manager Name: Amy Duncan Signature: _____

Phone: 902-368-4208 Email: aduncan@sportpei.pe.ca

Date: October 28, 2020

Note: This plan only outlines the procedures in place to play the sport of curling in Prince Edward Island under the New Normal: Organized Recreational Activities and Team Sport Guidance. Each Curling Club is responsible to have their own Operational Plan created to outline all other policies and procedures they require to have in place to operate under the Public Health Order issued May 1, 2020.

1. Physical Distancing

Measures used to maintain physical distancing	Steps taken to ensure minimal interaction of people. (2 metres separation)
Between employees	e.g. – assigned workstations that are separated by 2 metres <i>This section will be covered in each member clubs' operational plan prior to club opening.</i>
Between clients	e.g. – directional signs on floor to avoid meeting in aisles <ul style="list-style-type: none"> ▪ <i>Sweeping</i> <ul style="list-style-type: none"> ○ <i>Delivery to tee-line - There will be one designated active sweeper for each rock from delivery to the far tee-line. This sweeper may sweep the delivered rock or any rock from their team set into motion (as per the Rules of Play). No relaying (second sweeper taking over partway down the sheet).</i> ○ <i>Beyond tee-line – Starting at the far tee-line, either the active sweeper, the skip/vice-skip (the person in control of the house) may sweep the delivered rock or any rock set into motion that has passed the tee-line (as per the Rules of Play). Note: If the skip or vice-skip takes over, the</i>

	<p>designated active sweeper must stop sweeping at the tee-line and leave the house.</p> <p>The skip of the non-delivering team must remain in the hack area until all stones come to a rest. They are not allowed to sweep the opposition stone behind the tee-line.</p> <ul style="list-style-type: none"> ▪ Players will be encouraged to stay on the same side of the sheet. For example, if they are playing on sheet 2, they should always walk or position themselves on the sideline to sheet 1. This will keep players 10 feet apart. ▪ Clubs will insert two small markings, located four feet from each aside of centre ice (roughly 69 feet from the end boards). See Distancing Illustrations attached. <ul style="list-style-type: none"> ○ Non-Delivering Team: The two sweepers of the non-delivering team should be positioned on these markings while the other team is throwing. The player of the non-delivering team whose turn it is to deliver should be positioned at the hogline on the same side as the two sweepers. The skip (or vice-skip) will stand on the backboards but no closer than the hack. ○ Delivering Team: The skip has control of the house. The player whose turn it is to deliver is in the hack. The non-sweeping player is on the backboards. The sweeping player is at the T-Line. Once the stone has been released, the player who delivered the stone proceeds down the centre line of the ice until the halfway point to the marking or to the hogline if it is their turn next. After the stone comes to rest, the sweeper proceeds to the halfway markings. The non-sweeper travels to the halfway mark or hogline depending on their turn to deliver or not. ▪ The skip or vice-skip (not both) of the non-delivering team must stand at the hack until the other team is finished playing and has relinquished control of the house. This skip or vice-skip may not sweep any stone. <p>Non-field of play measures will be covered in each member clubs' operational plan prior to opening.</p> <ul style="list-style-type: none"> ▪ Curl PEI will advise member clubs physical distancing among spectators, staff and volunteers is to be maintained, and may require measure to promote physical distancing in seating areas.
Between employees and clients	<p>e.g. – barrier in place between cashier and customer</p> <p>This section will be covered in each member clubs' operational plan prior to club opening.</p>

2. Policy for Exclusion of Employees Requiring Self-Isolation

SAMPLE: Prior to beginning work each day, every employee must sign and date the designated form with the following statement:

"I declare by signing this sheet/form that I am not required to self-isolate."

- **For Participants – All members, renters or those trying curling for the first time must sign a Declaration of Compliance plus a Waiver (signed by adults) or Assumption of Risk form (signed by adults on behalf of minors). Both are attached.**
- **For Staff - This section will be covered in each member clubs' operational plan prior to club opening.**

3. Illness/Exclusion Policy

Management will clearly communicate to all staff the exclusion policy in place for any employee displaying symptoms of COVID-19.

SAMPLE:

- All staff must self-monitor for symptoms and report to their supervisor if they have concerns about possible COVID exposure or possible symptoms.
- Any staff member developing symptoms of COVID-19 at work must immediately perform hand hygiene, report to manager, avoid contact with staff and leave as soon as it is safe to do so. Please call 811 to arrange testing.
- Symptomatic staff will be required to self-isolate until tested for COVID-19 and the results are confirmed.
- If the test results are negative for COVID-19 but the staff member remains ill and/or symptomatic, they should remain on sick leave.

Symptoms of COVID-19 include:

- cough (new or exacerbated chronic)
- headache
- fever/chills
- sore throat
- marked fatigue
- sneezing
- congestion
- body aches
- runny nose

- **For Participants:**
 - ***If participants have symptoms, they will be asked to stay home.***
 - ***Participants will be reminded to:***
 - ***Keep their hands clean;***
 - ***Avoid touching their eyes, nose and mouth;***
 - ***Cough or sneeze into the bend of their arms; and***
 - ***Avoid touching surface people touch often, if possible.***
- **For Staff - This section will be covered in each member clubs' operational plan prior to club opening.**

4. Enhanced Cleaning and Disinfection of Shared Areas and Surfaces

Cleaning removes visible soil and/or dirt from surfaces. Cleaning works by using soap and water to physically remove germs from surfaces.

Disinfecting kills germs on surfaces. Disinfecting works by using chemicals to destroy germs.

Ensure to **CLEAN** visibly dirty surfaces, prior to **DISINFECTION**.

- ***This section will be covered in each member clubs' operational plan prior to club opening.***

Name of cleaning product:	
Mixing instructions	
Name of disinfectant¹:	
Mixing instructions	

¹ Health Canada has a list of disinfectants that have demonstrated that they are likely to be effective against COVID-19. The list is available here: <https://www.canada.ca/en/health-canada/services/drugs-health-products/disinfectants/covid-19/list.html>

Shared Areas and Surfaces that will be cleaned and disinfected regularly:

Location	Frequency¹
e.g. - door knobs, light switches,	e.g. every 4 hours
<i>Rental Equipment (sliders, brooms, etc.)</i>	<i>Disinfected after each use.</i>
<i>Stones</i>	<ul style="list-style-type: none"> ● <i>Sanitized at the start of each draw.</i> ● <i>Players select their own stones. No interchanging of stones during a game.</i> <ul style="list-style-type: none"> ○ <i>Mixed Doubles Clarification: each player should identify their own three stones whereas in four-person play each player should identify two stones.</i> ● <i>Players should not touch any stones other than their own.</i> <ul style="list-style-type: none"> ○ <i>2-Person Stick Clarification: stones are used by each player and so, players should avoid touching the rock handles with their hands or gloves however, if they must touch the rock handle, they remove their gloves and only touch the rock handles with properly sanitized hands.</i> ● <i>Stones should be lined up in single file in the corners.</i>
<i>Measuring Device</i>	<p><i>The process to measure will be:</i></p> <ul style="list-style-type: none"> ● <i>Remove gloves, sanitize your hands, conduct measure, return measure device to its normal location, sanitize your hands.</i>

¹Not all shared areas and surfaces necessarily need to be cleaned at the same frequency as disinfection. If the shared area and/or surface is visibly dirty, it should be cleaned prior to disinfection. A minimum frequency of cleaning should be identified.

- ***Non-curling equipment areas and surfaces will be covered in each member clubs’ operational plan prior to club opening.***
- ***Curl PEI will advise all member clubs that locker rooms are allowed to be open however how the locker rooms will be used (eg Capacity) and cleaned (eg frequency) will be included in their operational plan.***
- ***Curl PEI will advise all member clubs they should remove water dispensers (unless they are touchless). Clubs should encourage participants to bring their own containers. Individual containers do not need to be 6 feet apart, however, only the owner should handle their container.***

5. Hand Washing /Sanitizer Stations

We all have to do our part to prevent the spread of illness. We know that practicing good hygiene is an essential part of preventing the spread of COVID-19. To protect yourself and others from getting sick, take the following precautions:

- wash your hands often (in addition to routine times such as after using the washroom, before eating, when handling food for the public),
- cough/sneeze into your elbow or tissue and throw away,
- avoid touching your eyes, nose and mouth with your hands,
- use alcohol-based hand sanitizer if soap and water are not readily available.

Hand Washing Stations	Location
Staff	e.g. – lunch room, washrooms
Public	e.g. – portable(s) located at store entry
Hand Sanitizer Stations	Location
Staff	e.g. – behind cash
Public	e.g. – at entry (with signage)

- ***This section will be covered in each member clubs’ operational plan prior to club opening.***
- ***Curl PEI will advise all members clubs to provide and maintain soap and paper towels in the washrooms.***

6. Capacity Limits

Some operations have been provided specific capacity limits for the number of individuals who may be on the premises. Some operations must determine their own capacity limit based on physical distancing.

See guidance for your relevant area to determine what applies to your operation.

- ***Curl PEI will advise all member clubs the current gathering guidance for organized gatherings is 50 (as of July 20, 2020), Curl PEI will update the clubs as changes are made in this area.***
 - ***Curl PEI will also advise all member clubs that each club is therefore allowed up to 50 people within the club including but not limited to curlers, spectators, bar/pro-shop customers, and volunteers.***
- ***Curl PEI will advise members clubs to publish and post their current occupancy load (with the effective date) in highly visible manner and location.***
- ***Curl PEI will advise all member clubs only one-day tournaments are allowed as of July 20, 2020, Curl PEI will update the clubs as changes are made in this area.***

- ***Curl PEI will also advise member clubs that they must receive pre-approval of the operational plan should their total number of people involved exceed 50 (or the maximum allowed at the time).***

7. Gatherings

Identify whether or not any of your operations would involve a gathering(s) e.g. organized gatherings such as worship services, organized sports and recreation, or events including weddings, funerals, arts and culture, etc.

- Will gathering(s) take place on the premise? (Y/N) ____
- If you answered yes to (a), would there be more than one gathering on the premise at one time (see guidance on multiple gatherings <https://www.princeedwardisland.ca/en/information/health-and-wellness/multiple-gatherings-guidance>)? (Y/N) ____
- If you answered yes to (b), would the total number of individuals across the gatherings on the premise be greater than 50? (Y/N) ____

In phase 4 of Renew PEI, a maximum of 50 people per organized gathering is permitted, with the potential for a second group of 50 up to a maximum of 100 people. Pre approval of the operational plan is required if the organized gathering exceeds 50 people.

Identify in the table each area of your operation that may be used for a gathering, the number of individuals per area, and if there would be multiple gatherings at the same time, outline how groups will be kept separate from one another and use of washrooms/change rooms managed.

- ***Curl PEI will advise all member clubs, should any club wish to be allowed multiple gatherings, that the club must apply and receive prior approval from the Chief Public Health Officer for any gatherings greater than 50 people.***

Area	# of individuals per area	If multiple gatherings at the same time, outline how groups will be kept separate (e.g. dividers between spaces in open areas, entry/exits, etc.), use of washroom/change room, any shared staff etc.
e.g. Room A; Field A; Swimming Pool A, etc.		

8. Additional directives/guidance

Consider any additional directives and/or guidance relevant to your operation and elaborate on how these will be integrated into your operations in your plan. Applicable guidance can be found online at www.princeedwardisland.ca/renewguidance.

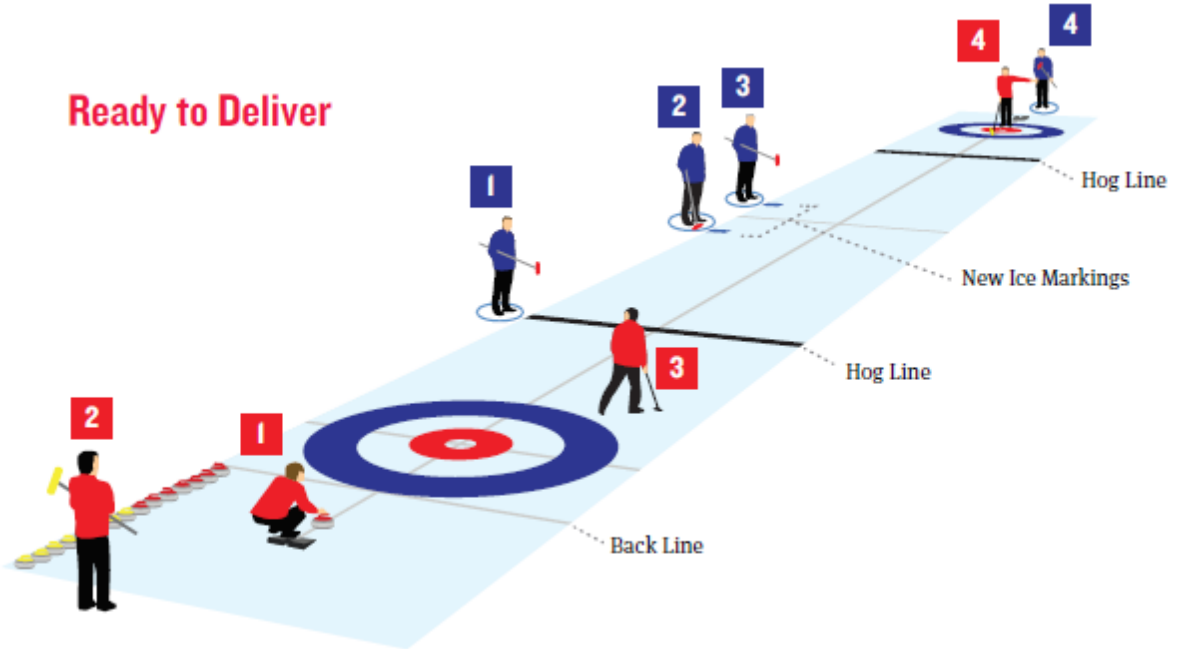
e.g. records for contact tracing

- ***Curl PEI will advise all member clubs they must keep daily records of all players, staff, volunteers, and spectators participating in their programs. We will work with member clubs to develop a way for them to collect this information for their club. (Options may include: All teams and user groups (members and renters) assign one person per team/user group to register the names and email addresses of their team line-up for the day via email before their draw/ice time.)***
- ***Replace traditional hand shake before and after a game, with a wave or tap of brooms.***

- *Community coins will not be used to decide last stone advantage in the first end. Options to determine last stone advantage may include determination by the league coordinator; an online tool or a personal coin.*
- *If a curling club cannot implement a process to limit the number of people touching the scoreboard/scoreboard numbers to (ideally) one person per game/practice as well as well as a process to sanitize the scoreboard numbers between draws, then the club should remove the scoreboard numbers and curlers should be encouraged to consider other methods of keeping score (example: record on one person's phone).*

Note: This template has been developed as a guide to help businesses develop a COVID-19 specific operational plan as required under the Public Health Order issued on May 1, 2020. It encompasses the criteria that must be part of the required plan. This template may be adopted by many simple businesses, but is not intended to fit all operations. Industries and associations are encouraged and expected to develop plans relevant to their industry. Those may be submitted to envhealth@ihis.org for review. If you wish to seek further guidance from the CPHO, please follow the above template and clearly address each element of the relevant guidance also. All businesses must maintain a copy of their plan on site for an inspector to review at any time the business is in operation.

Ready to Deliver



Stone is Delivered



DECLARATION OF COMPLIANCE – COVID-19

Individual Name (print): _____

Individual's Parent/Guardian _____
(if the individual is younger than 18 years old)

Email: _____

Telephone: _____

WARNING! ALL INDIVIDUALS ENTERING THE FACILITY AND/OR PARTICIPATING IN SANCTIONED ACTIVITIES MUST COMPLY WITH THIS DECLARATION

Curling Canada [insert name of NSO]

The Prince Edward Island Curling Association ("Curl PEI") [insert name of PSO]

[insert name of Club]

(collectively the "Organization") require the disclosure of exposure or illness is in order to safeguard the health and safety of all participants and limit the further outbreak of COVID-19. This Declaration of Compliance will be kept safely, and personal information will not be disclosed unless as required by law or with your consent.

An individual (or the individual's parent/guardian, if the individual is younger than the age of majority) who is unable to agree to the terms outlined in this document is not permitted to enter the Organization's facilities or participate in the Organization's activities, programs, or services.

I, the undersigned being the individual named above and the individual's parent/guardian (if the individual is younger than the age of majority), hereby acknowledge and agree to the terms outlined in this document:

- 1) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19 and requires all individuals (or their parent/guardian, when applicable) to adhere to the compliance standards described in this document.
- 2) The individual has not been diagnosed with COVID-19; **OR** If the individual was diagnosed with COVID-19, the individual was cleared as noncontagious by provincial or local public health authorities more than 14 days prior to the date this Declaration of Compliance was signed.
- 3) The individual has not been exposed to a person with a confirmed or suspected case of COVID-19; **OR** If the individual was exposed to a person with a confirmed case of COVID-19, the date of exposure was more than 14 days prior to the date this Declaration of Compliance was signed.

- 4) The individual is attending or participating voluntarily and understands the risks associated with COVID-19. The individual (or the individual's parent/guardian, on behalf of the individual (when applicable)) agrees to assume those risks, including but not limited to exposure and being infected.
- 5) The individual has not, nor has anyone in the individual's household, experienced any signs or symptoms of COVID-19 in the last 14 days (including fever, new or worsening cough, fatigue, chills and body aches, respiratory illness, difficulty breathing, nausea, vomiting or diarrhea, pink eye, or loss of taste or smell).
- 6) If the individual experiences, or if anyone in the individual's household experiences, any signs or symptoms of COVID-19 after submitting this Declaration of Compliance, the individual will immediately isolate, notify the Organization, and not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
- 7) The individual has not, nor has any member of the individual's household, travelled to, or had a lay-over in any country outside Canada, or in any province outside **Prince Edward Island** in the past 14 days. If the individual travels, or if anyone in the individual's household travels, outside **Prince Edward Island** after submitting this Declaration of Compliance, the individual will not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since the date of return.
- 8) The individual is following recommended guidelines, including but not limited to, practicing physical distancing, trying to maintain separation of six feet from others, adhering to recognized hygiene best practices, and otherwise limiting exposure to COVID-19.
- 9) The individual will follow the safety, physical distancing, and hygiene protocols of the Organization.
- 10) This document will remain in effect until the Organization, per the direction of the provincial government and provincial health officials, determines that the acknowledgements in this Declaration of Compliance are no longer required.
- 11) The Organization may remove the individual from the facility or from participation in the activities, programs or services of the Organization at any time and for any reason if the Organization believes, in its sole discretion, that the individual is no longer in compliance with any of the standards described in this document.

Signature: _____
Individual (If the age of majority)

Date: _____

Signature: _____
Parent/Guardian (if the individual is younger than age of majority)

Date: _____

CURLING CANADA - RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

to be executed by participants over the Age of Majority

WARNING! Please read carefully. By signing this document, you will waive certain legal rights – including the right to sue

1. This is a binding legal agreement. **Clarify any questions or concerns before signing.**
2. As a Participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized by:

Curling Canada

[National Association]

The Prince Edward Island Curling Association (“Curl PEI”)

[Provincial Association]

[Insert Club]

including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the “Activities”), the undersigned acknowledges and agrees to the following terms outlined in this agreement:

3. Disclaimer

Curling Canada

[National Association]

Prince Edward Island Curling Association

[Insert the name of your Provincial Association]

[Insert name of your Club]

and their respective 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 “Organization”) 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, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1-3

Description and Acknowledgement of Risks

4. I understand and acknowledge that:
 - a) 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 sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous;
 - b) A pertinent risk to participating in the sport of curling is the risk of suffering serious head injury should I fall, trip, or stumble onto the ground or ice. It is highly recommended that I wear a helmet at all times when participating in the sport of curling;
 - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and *COVID-19*
 - d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.
5. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
 - 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, 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, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from 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 use or operate the equipment within my own ability.

- d) Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and 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 my own ability or within designated areas.
- g) Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next.
- h) Cyber: privacy breaches, hacking, technology malfunction or damage.
- i) Conduct: My conduct and conduct of other persons including any physical altercation between participants.
- j) Travel: Travel to and from the Activities.
- k) Negligence: My negligence and negligence of other persons, including NEGLIGENCE ON the PART OF THE ORGANIZATION, may increase the risk of damage, loss, personal injury or death. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of curling programs, some of which are referred to above.

I have read and agree to be bound by paragraphs 4 and 5

Terms

6. In consideration of the Organization allowing me to participate in the Activities, I agree:
- a) That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
 - b) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition;
 - c) To comply with the rules and regulations for participation in the Activities;
 - d) To comply with the rules of the facility or equipment;
 - e) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately;
 - f) The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way;
 - g) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
 - h) That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment;
 - i) Covid-19: that COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death.

Release of Liability and Disclaimer

7. In consideration of the Organization allowing me to participate, I agree:
- a) That the sole responsibility for my safety remains with me;
 - b) To ASSUME all risks arising out of, associated with or related to my participation;
 - c) That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
 - d) To WAIVE any and all claims that I may have now or in the future against the Organization;
 - e) 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 my participation in the Activities;
 - f) To FOREVER RELEASE and INDEMNIFY 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 I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
 - g) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization;
 - h) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
 - i) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
 - j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the **Province of Prince Edward Island** and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

8. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the **Province of Prince Edward Island** and further agree that the substantive law of the **Province of Prince Edward Island** will apply without regard to conflict of law rules.
- I have read and agree to be bound by paragraphs 6 to 8**

Acknowledgement

9. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

Name of Participant (print) Signature of Participant Date

CURLING CANADA - INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

For Participants Under the Age of Majority

WARNING! Parent or Guardian, please read carefully.

By signing this document, you will assume certain risks and responsibilities.

Participant's Name: _____

Participant's Date of Birth (yyyy/mm/dd): _____

1. This is a binding legal agreement. **Clarify any questions or concerns before signing.**
2. As a Participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized by:

Curling Canada

[National Association]

The Prince Edward Island Curling Association ("Curl PEI")

[Provincial Association]

[Insert Club]

(collectively the "Organization"), including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned being the Participant and Participant's Parent/Guardian (collectively the "Parties") acknowledges and agrees to the following terms outlined in this agreement:

3. I am the Parent/Guardian of the Participant and have full legal responsibility for the decisions of the Participant.

Description and Acknowledgement of Risks

4. The Parties understand and acknowledge that:
 - a) 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 sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous;
 - b) A pertinent risk to participating in the sport of curling is the risk of suffering serious head injury should the Participant fall, trip, or stumble onto the ground or ice. It is highly recommended that the Participant wear a helmet at all times when participating in the sport of curling;
 - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction;
 - a) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 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.
5. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:
 - 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, 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, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from 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 use or operate the equipment within my own ability.
- d) Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and 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 my own ability or within designated areas.
- g) Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next.
- h) Cyber: privacy breaches, hacking, technology malfunction or damage.
- i) Conduct: My conduct and conduct of other persons including any physical altercation between participants.
- j) Travel: Travel to and from the Activities.

We have read and agree to be bound by paragraphs 1 - 5

Terms

- 6. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
 - a) That when the Participant practices or trains in their own space, the Parties are responsible for the Participant’s surroundings and the location and equipment that is selected for the Participant;
 - b) That the Participant’s mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant’s mental and physical condition;
 - c) To comply with the rules and regulations for participation in the Activities;
 - d) To comply with the rules of the facility or equipment;
 - e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately;
 - f) The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way;
 - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
 - h) That 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; and,
 - i) That they are responsible for the choice of the Participant’s safety or protective equipment and the secure fitting of that equipment.
- 7. In consideration of the Organization allowing the Participant to participate, the Parties agree:
 - a) That the Parties 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;
 - b) That 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; and
 - c) That this Agreement is intended to be as broad and inclusive as is permitted by law of the **province of Prince Edward Island** and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

- 8. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the **province of Prince Edward Island** and they further agree that the substantive law of the **province of Prince Edward Island** will apply without regard to conflict of law rules.

We have read and agree to be bound by paragraphs 6 to 8

Acknowledgement

- 9. The Parties acknowledge that they have read this agreement 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.

Name of Parent or Guardian (print)	Signature of Parent or Guardian	Date