



# EQUESTRIAN CANADA ÉQUESTRE

## **SAMPLE DOCUMENTS FOR COMPETITION OPERATIONS DURING COVID-19: CHECKLISTS, WAIVERS, ATTESTATIONS AND ASSUMPTIONS OF RISK**



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## Introduction

The following sample documents are provided for your use and reference as part of Equestrian Canada's (EC) resource package supporting the risk reduction of coronavirus (COVID-19) transmission during competition. Please ensure that you are complying with the federal, provincial/territorial, regional and local government and health authority regulations for your area. You should also work collaboratively with your Provincial/Territorial Sport Organization (PTSO) and their specific guidelines or regulations.

### Checklists

Modify the checklists as needed to support your COVID-19 mitigation plan. The goal is for you to provide support for all your participants, including competitors, coaches, volunteers, officials, staff, parents/guardians, technicians, veterinarians, farriers or services providers. It is critical that you ensure each and every person on your site for events/competitions understands your operation and mitigation plans, supports and adheres to your guidelines and accepts ownership of their actions to protect their health, as well as the health of their fellow Canadians.

### Waivers, Participant Agreements, Attestations, Assumptions of Risk

You should be reviewing waivers, participant agreements, attestations and assumptions of risk with your insurance provider and legal representative, if you have one, to ensure you meet the needs of both your organization and your coverage.

The modified [World Health Organization's \(WHO\) Risk Assessment sports addendum](#) has been included as a resource, as competitions or events at any level can benefit from completing the tool and using the information to help build your COVID-19 mitigation plan.

Thanks are extended to the following agencies that have shared their tools and resources:

The Canadian Olympic Committee and Fasken LLP

- Daily COVID-19 Attestation and Agreement
- Waiver of Liability for All Claims and Release of Liability: Facility Use Waiver
- Waiver of Liability for All Claims and Release of Liability: Competition Participation Waiver
- Attestation journalière
- Renonciation concernant l'utilisation des installations
- Renonciation concernant la participation à un événement

Cheval Québec

- Engagement Form Equestrian Activity Host
- Engagement Form Equestrian Activity Organizer
- Recognition and Acceptance of Risks Disclaimer of Liability Form – Equestrian Activity Participant

Sport Saskatchewan/Saskatchewan Horse Federation

- Informed Consent and Assumption of Risk Agreement

WHO

- [WHO Risk Assessment sports addendum](#)



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# PARTICIPANT CHECKLIST

Use this checklist to assist with your participants' competition preparations.

**All participants are encouraged to thoroughly read EC's Guidelines for Competition Operations During COVID-19 for additional health and safety precautions.**

## Before You Leave Home

- Sign and submit all waivers and attestations as required by the competition organizer or venue management.
- Complete (and submit, if requested) all checklists provided by the competition organizer or venue management.
- Consider bringing your own food, snacks and drinks.
- Bring personal protective equipment (PPE).
- Thoroughly wash (in warm water) and sanitize all personal items and equipment, including electronics, cell phones, water bottles, clothing, bags, lunch containers, tack and stable supplies, etc..
- Consider activating a contact tracing application on your cell phone, if available in your area.
- Review and understand the COVID-19 mitigation plan circulated by the venue/organizing committee.
- Review and understand your federal, provincial/territorial, regional and local government and health authorities' recommendations and mandates.

## Upon Arrival and During Competition

- Sign all daily attestations as required.
- Follow all traffic flow signs for the venue.
- Respect physical distancing guidelines at all times.
- Comply with PPE requirements.
- Register your attendance for contact tracing and provide confirmation of daily health monitoring.
- Sanitize hands frequently at provided handwashing stations.
- DO NOT share equipment, food, snacks or drinks.
- If accessing water or materials onsite, sanitize hands and wear PPE before touching and then sanitize following contact (this includes water taps, stable doors, gates, handles, etc.).
- Adhere to the venue's posted COVID-19 mitigation requirements and abide by the information circulated by the venue/organizing committee.

## After Competition is Complete

- Don't socialize and leave the venue as soon as possible.
- Exit by following the traffic flow signs.
- Ensure all garbage is discarded in the provided receptacles or take garbage home with you.
- Thoroughly clean your equipment and clothing (tack, buckets, brushes, etc.).
- If you become ill with COVID-19 symptoms (or test positive for COVID-19) within 14 days of the competition, notify your local health authority and the competition organizer immediately.



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# COMPETITION ORGANIZERS/STAFF/VOLUNTEERS/VENDORS/SERVICE PROVIDERS/OFFICIALS CHECKLIST

All competition organizers, staff, volunteers, vendors, service providers and officials are encouraged to thoroughly read EC's Guidelines for Competition Operations During COVID-19 for additional health and safety precautions.

## Before You Leave Home

- Sign and submit all waivers and attestations as required by the competition organizer or venue management.
- Complete (and submit, if requested) all checklists provided by the competition organizer or venue management.
- Consider bringing your own food, snacks and drinks.
- Bring personal protective equipment (PPE).
- Thoroughly wash (in warm water) and sanitize all personal items and equipment, including electronics, cell phones, water bottles, clothing, bags, lunch containers, tack and stable supplies, etc..
- Consider activating a contact tracing application on your cell phone, if available in your area.
- Review and understand the COVID-19 mitigation plan circulated by the venue/organizing committee.
- Review and understand your federal, provincial/territorial, regional and local government and health authorities' recommendations and mandates.

## Upon Arrival and During Competition

### Personal Health Protection

- Sign all daily attestations as required.
- Follow all traffic flow signs for the venue.
- Respect physical distancing guidelines at all times.
- Comply with PPE requirements.
- Register your attendance for contact tracing and provide confirmation of daily health monitoring.
- Sanitize hands frequently at provided handwashing stations.
- DO NOT share equipment, food, snacks or drinks.
- If accessing water or materials onsite, sanitize hands and wear PPE before touching and then sanitize following contact (this includes water taps, stable doors, gates, handles, etc.).
- Adhere to the venue's posted COVID-19 mitigation requirements and abide by the information circulated by the venue/organizing committee.

### Public Health Protection

- Set up entrances and exits with traffic flow signage.
- Set up and post physical distancing markers and signage as required.
- Provide handwashing stations and garbage bins throughout the venue.
- Post COVID-19 mitigation signage throughout the venue.
- Sanitize the venue and all equipment (including doors, door handles, light switches, washrooms, competition materials, etc.).
- Consider wearing PPE at all times (you must wear PPE if dealing with an injured or sick participant).



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- Collect all signed waivers, checklists and daily attestations from everyone arriving at the venue.
  - Set up a process for clearing participants for entry into the venue, including temperature check.

### After Competition is Complete

- Encourage participants to exit the venue.
- Sanitize the venue and all equipment.
- Take down established traffic flow signs, entrances and exits.
- Thoroughly wash all personal clothing and equipment.
- If you become ill with COVID-19 symptoms (or test positive for COVID-19) within 14 days of the competition, notify your local health authority and the competition organizer immediately.



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# PARENT/GUARDIAN CHECKLIST

Use this checklist to assist with competition preparations.

**All parents and guardians are encouraged to thoroughly read EC's Guidelines for Competition Operations During COVID-19 for additional health and safety precautions.**

## Before You Leave Home

- Sign and submit all waivers and attestations as required by the competition organizer or venue management.
- Complete (and submit, if requested) all checklists provided by the competition organizer or venue management.
- Consider bringing your own food, snacks and drinks.
- Bring personal protective equipment (PPE).
- Thoroughly wash (in warm water) and sanitize all personal items and equipment, including electronics, cell phones, water bottles, clothing, bags, lunch containers, tack and stable supplies, etc..
- Consider activating a contact tracing application on your cell phone, if available in your area.
- Review and understand the COVID-19 mitigation plan circulated by the venue/organizing committee.
- Review and understand your federal, provincial/territorial, regional and local government and health authorities' recommendations and mandates.

## Upon Arrival and During Competition

- Sign all daily attestations as required.
- Follow all traffic flow signs for the venue.
- Respect physical distancing guidelines at all times.
- Comply with PPE requirements.
- Register your attendance for contact tracing and provide confirmation of daily health monitoring.
- Sanitize hands frequently at provided handwashing stations.
- DO NOT share equipment, food, snacks or drinks.
- If accessing water or materials onsite, sanitize hands and wear PPE before touching and then sanitize following contact (this includes water taps, stable doors, gates, handles, etc.).
- Adhere to the venue's posted COVID-19 mitigation requirements and abide by the information circulated by the venue/organizing committee.

## After Competition is Complete

- Don't socialize and leave the venue as soon as possible.
- Exit by following the traffic flow signs.
- Ensure all garbage is discarded in the provided receptacles or take garbage home with you.
- Thoroughly clean your equipment and clothing (tack, buckets, brushes, etc.).
- If you become ill with COVID-19 symptoms (or test positive for COVID-19) within 14 days of the competition, notify your local health authority and the competition organizer immediately.



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# VENUE OWNERS/COMPETITION MANAGEMENT CHECKLIST FOR RETURN TO COMPETITION

Use this checklist to ensure you meet all requirements for a return to in-person training and competition.

**You are strongly encouraged to thoroughly read EC's Guidelines for Competition Operations During COVID-19 for additional health and safety precautions.**

**For sanctioning requirements, competition organizers must refer to EC's Policy for Enhanced Competition Safety During the COVID-19 Pandemic.**

## Government Requirements

- Federal/provincial restrictions have been lifted to permit competitions to occur.

## Municipal/Regional Requirements

- Municipal/regional restrictions have been lifted to permit competitions to occur.

## Provincial/Territorial Sport Organization (PTSO) Requirements

- Checked with your PTSO directly for their requirements.
- Complied with your PTSO's return to competition plan.

## Sample PTSO Requirements

- Made training available only to current and fully registered competitors.
- Signed waivers and attestations/assumptions of risk have been received and are on file for all participants.
- Confirmed that all interactions between all participants will be in an environment that is both **open and observable**.
- Confirmed that all participants will understand and adhere to physical distancing measures as outlined by provincial/territorial health authorities.
- Scheduled classes with a buffer to limit overlap of participants.
- No spectators are permitted.
- Parents must drop off/pick up participants at a designated location other than to maintain the open and observable Safe Sport requirements as determined by the competition organizer.
- No shared equipment. Measures are in place for the safe use of equipment, including the cleaning and sanitization of equipment before and after every session.
- No sharing of water bottles/food; participants must bring bottles/food from home.
- Staff is provided with appropriate personal protective equipment.

## Local Health Authority Activity Requirements

### Areas for Consideration

- What is the age of responsible individuals to oversee activities?
- Physical distancing measures of a minimum two (2) metres between participants not in the same household are implemented.





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- Group sizes for competition do not exceed the number of people allowed to gather in one outdoor or indoor location as stated by the appropriate provincial/territorial or local government or health authority.
  - Process for completion of the waivers, attestations and checklists for all participants.
  - Personal hygiene measures are in place.
  - Frequent hand washing/sanitizing.
  - Cough/sneeze etiquette.
  - Monitoring for any COVID-19 symptoms.
  - Process for contact tracing has been implemented, including the secure storage/retention of information.

### **Outdoor Training Requirements**

- Do you need to submit an outdoor training declaration?
- The organization/program must have a written plan available upon request of PTSO.
- Ensure all members, coaches and staff are aware of all requirements and guidelines.
- Group size is limited to numbers as established by the provincial/territorial health authority in one outdoor location with physical distancing measures put in place.
- Ensure the space is available and booked with any required permits as per local municipality requirements.
- Outdoor training activities should be limited to local opportunities.

### **Additional Recommendations**

- Do you need to submit a return to sport declaration?
- Ensure all members, coaches, trainers, volunteers and staff are aware of all requirements and guidelines.

### **Office Guidelines**

- Verified with provincial/municipal restrictions that office space is permitted to open.
- Implemented applicable requirements outlined in your provincial/territorial work place safety guidelines for pandemic mitigation.
- Conducted risk assessment and identified risks associated with COVID-19 following the tools provided by the WHO Mass gathering mitigation checklist for COVID-19: addendum for sporting events.
- Compliant with communication requirements.
- Compliant with prevention requirements.
- Implemented controls to ensure the safety of all participants.



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## COVID-19 HEALTH SCREENING CHECKLIST SAMPLE

If you have had any of the following symptoms or if you have traveled outside of Canada within the past 14 days, then you should not attend competition.

**Are you currently experiencing any of the following symptoms? Choose any/all that apply.**

- Fever (feeling hot to the touch, a temperature of 37.8° C or higher)
- Chills
- Cough that's new or worsening (continuous, more than usual)
- Barking cough, making a whistling noise when breathing (croup)
- Shortness of breath (out of breath, unable to breathe deeply)
- Sore throat
- Difficulty swallowing
- Runny nose (not related to seasonal allergies or other known causes or conditions)
- Stuffy or congested nose (not related to seasonal allergies or a cold)
- Lost sense of taste or smell
- Pink eye (conjunctivitis)
- Headache that's unusual or long lasting
- Digestive issues (nausea/vomiting, diarrhea, stomach pain)
- Muscle aches
- Extreme tiredness that is unusual (fatigue, lack of energy)
- Falling often
- For young children and infants: sluggishness or lack of appetite
- None of the above

**Are you in any of these at-risk groups?**

- 70 years old or older
- Getting treatment that compromises (weakens) your immune system (e.g. chemotherapy, medication for transplants, corticosteroids, TNF inhibitors)
- Having a condition that compromises (weakens) your immune system (e.g. lupus, rheumatoid arthritis, other autoimmune disorder)
- Having a chronic (long-lasting) health condition (e.g. diabetes, emphysema, asthma, heart condition)
- Regularly going to a hospital or health care setting for a treatment (e.g. dialysis, surgery, cancer treatment)

**In the last 14 days, have you been in close physical contact with someone who tested positive for COVID-19?**

Close physical contact means:

- Being less than two (2) metres away in the same room, workspace or area for over 15 minutes; or,
- Living in the same home.

- Yes
- No



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**In the last 14 days, have you been in close physical contact with a person who either:**

- Is currently sick with a new cough or fever, or has difficulty breathing; or,
- Returned from outside of Canada in the last two (2) weeks?

Close physical contact means:

- Being less than two (2) metres away in the same room, workspace or area for over 15 minutes; or,
- Living in the same home.

**Have travelled outside of Canada in the last 14 days?**

- Yes
- No

**Are you currently experiencing any of these issues? Call 911 if you are.**

- Severe difficulty breathing (struggling for each breath, can only speak in single words)
- Severe chest pain (constant tightness or crushing sensation)
- Feeling confused or unsure of where you are
- Losing consciousness

**Web links for COVID-19 symptoms checklists by federal, provincial/territorial governments:**

Government of Canada	<a href="#">English</a>	<a href="#">Français</a>
Alberta	<a href="#">English</a>	
British Columbia	<a href="#">English</a>	
Manitoba	<a href="#">English</a>	<a href="#">Français</a>
New Brunswick // Nouveau Brunswick	<a href="#">English</a>	<a href="#">Français</a>
Newfoundland & Labrador // Terre Neuve et Labrador	<a href="#">English</a>	<a href="#">Français</a>
Nova Scotia // Nouvelle Ecosse	<a href="#">English</a>	<a href="#">Français</a>
Ontario	<a href="#">English</a>	<a href="#">Français</a>
Prince Edward Island // Ile du Prince Edouard	<a href="#">English</a>	<a href="#">Français</a>
Saskatchewan	<a href="#">English</a>	
Yukon	<a href="#">English</a>	<a href="#">Français</a>



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## VENUE OWNERS/COMPETITION MANAGEMENT CONTACT TRACING

The ability for a competition organizer to complete contact tracing is vitally important for hosting and operating safe competitions and for notifying the public swiftly should there be a COVID-19 outbreak from a competition participants attended.

The contact tracing plan must be supported by the appropriate waivers, attestations and checklists, which ensure that all participants understand and will comply to the COVID-19 mitigation plan. Sample waivers and attestation forms are available through EC or your PTSO office. The waivers are samples that can be used by organizers, but it is recommended that you review all waivers with your insurance provider and legal counsel.

- Organizers should establish their contact tracing protocols to meet the standards of their local health authority. At minimum this should include name, email, phone, town/city, province/territory and postal code for everyone in attendance at the competition.
- Organizers should establish the tracking method for all contacts' information; you can link to the entry process that you have set up in your COVID-19 mitigation plan.
- Organizers should establish a daily tracking of all participants that are onsite and maintain those records for a minimum of two (2) years.
- Organizers should have all participants complete a daily attestation/assumption of risk waiver which includes an agreement to abide by and following the COVID-19 mitigation plan.
- Current recommendations are to maintain copies of forms and documents from attestation for a minimum of three (3) weeks.
- Current recommendations are to maintain copies of forms and documents from waivers for a minimum of two (2) years.



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# DAILY COVID-19 ATTESTATION AND AGREEMENT

**LOGO HERE**

**NAME OF ORGANIZATION HERE**

the “**Organization**”

## DAILY COVID-19 ATTESTATION AND AGREEMENT

By signing below, the participant (named below) or the participant’s Guardian attests that they:

1. Do not knowingly have COVID-19;
2. Are not experiencing any known symptoms of COVID-19, such as fever, cough, shortness of breath or malaise.
3. Have not travelled internationally during the past 14 days;
4. Have not frequented a COVID-19 high risk area in the Province/Territory during the last 14 days;
5. Have not, in the past 14 days, knowingly come into contact with someone who has COVID-19, who has known symptoms of COVID-19 or is self-quarantining after returning to Canada; and,
6. Have been following government recommended guidelines in respect of COVID-19, including practicing physical distancing.

Furthermore, by signing below, the participant agrees that while attending the competition or attending an event at the facility, they:

1. Will follow the laws, recommended guidelines, and protocols issued by the Government of the Province in respect of COVID-19, including practicing physical distancing, and will do so to the best of their ability while attending the competition or attending an event at the facility;
2. Will follow the guidelines and protocols mandated by the competition organizer in respect of COVID-19;
3. Will, in the event that that they experience any symptoms of illness such as a fever, cough, difficulty breathing, shortness of breath or malaise, immediately:
  - a. Inform the competition organizer; and,
  - b. Depart from the facility immediately.

**Print Name:**

**Date of Birth:**

\_\_\_\_\_  
Participant (print clearly)

\_\_\_\_\_  
(mm/dd/yyyy)

**Print Name:**

\_\_\_\_\_  
Guardian (if the participant is a minor)



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**Signature:**

\_\_\_\_\_  
Participant or Guardian (for minor)

**Date:**

\_\_\_\_\_  
(mm/dd/yyyy)

**FOR PARTICIPANTS WHO HAVE BEEN DIAGNOSED WITH COVID-19**

By signing below, the participant (named below) attests that they have been diagnosed with COVID-19, but been cleared as non-contagious by provincial or local public health authorities and has provided to the competition organizer, in conjunction with this COVID-19 ATTESTATION AND AGREEMENT, written confirmation from a medical doctor of the same.

**Print Name:**

\_\_\_\_\_  
Participant (print clearly)

**Date of Birth:**

\_\_\_\_\_  
(mm/dd/yyyy)

**Print Name:**

\_\_\_\_\_  
Guardian (if the participant is a minor)

**Signature:**

\_\_\_\_\_  
Participant or Guardian (for minor)

**Date:**

\_\_\_\_\_  
(mm/dd/yyyy)



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# WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY: Facility Use Waiver

LOGO HERE

NAME OF ORGANIZATION HERE

the "Organization"

## WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY PLEASE READ CAREFULLY BEFORE SIGNING

Completed waivers must be returned prior to the entry and use of the Organization's facilities. This waiver does not affect accident and out-of-country travel insurance provided by the Organization where applicable.

By signing below, the participant (named below) or the participant's Guardian understands and acknowledges the risks, dangers and hazards which are inherent on entering all lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Organization (the "**Premises**"), which risks include, but are not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; close proximity to or contact with surfaces, equipment, fixtures or other objects that, despite the Organization's efforts, may be infected with COVID-19 or other communicable illnesses; permanent disability, paralysis or loss of life; collision with natural or manmade objects; tripping hazards; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; the negligent use of the Premises by others; inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the Organizer, its partners, sponsors, agents, affiliates, directors, employees, officers, therapists or volunteers (together, the "**Releasees**"); or negligence or omission of the Releasees (collectively, the "**Risks**").

In consideration for allowing the participant to use the Premises, the participant: (a) releases, discharges and forever holds harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from entry into or use of the Premises; (b) waives any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, damages or losses of any kind that may arise as a result of the Risks or in connection with entry into or use of the Premises, including without limitation the right to make a third party claim or claim against the Releasees arising from the same; and (c) freely assumes all risks associated with the Risks or anything incidental to the Risks, which may arise as a result of or in connection with use of the Premises. **YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION AND RELEASEES.**

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance or warranty being made to me.



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**Print Name:** \_\_\_\_\_  
Participant

**Date of Birth:** \_\_\_\_\_  
(mm/dd/yyyy)

**Print Name:** \_\_\_\_\_  
Guardian (if the participant is a minor)

**Signature:** \_\_\_\_\_  
Participant or Guardian (for minor)

**Date:** \_\_\_\_\_  
(mm/dd/yyyy)





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# WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY: Competition Participation Waiver

LOGO HERE

NAME OF ORGANIZATION HERE

the "Organizer"

## WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY

### PLEASE READ CAREFULLY BEFORE SIGNING

Completed waivers must be returned with registration or prior to attending the Organizer's Competition: \_\_\_\_\_ (the "**Competition**"). This waiver does not affect accident and out-of-country travel insurance provided by the Organization where applicable.

By signing below, the participant (named below) and/or the participant's Guardian represents that they:

1. Have not travelled internationally during the last 14 days;
2. Have not visited a COVID-19 high risk area, region or location in Canada during the last 14 days;
3. Do not knowingly have COVID-19;
4. Are not experiencing known symptoms of COVID-19, such as fever, cough or shortness of breath and if they experience such symptoms during the Competition will immediately depart from the Competition;
5. Have not, in the past 14 days, knowingly come into contact with someone who has COVID-19, who has known symptoms of COVID-19 or is self-quarantining after returning to Canada; and,
6. Will follow government recommended guidelines in respect of COVID-19, including practicing physical distancing, and will do so to the best of the participant's ability during the Competition.

In addition, by signing below, the participant and/or the participant's Guardian understands, acknowledges and assumes the inherent risks in participating in the competition, including, but not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; permanent disability, paralysis or loss of life; collision with natural or manmade objects; dangers arising from adverse weather conditions; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; inadequate safety measures; circumstances known, unknown or beyond the control of the Organizer, its partners, sponsors, agents, affiliates, directors, employees, officer, therapists or volunteers (together, the "**Organization**"); negligence or omission of the Organization (collectively, the "**Risks**").



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In consideration for allowing the participant to participate in the Competition, the participant and/or the participant's Guardian: (a) release, discharge and forever hold harmless the Organization from any and all liability for damages or loss arising as a result of the Risks of participation in or in connection with the Competition; (b) waive any right to sue the Organization in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, demands, damages or losses of any kind that may arise as a result of the Risks of participation in or in connection with the Competition, including without limitation the right to make a third party claim or claim against the Organization arising from the same; and (c) freely assumes all risks associated with the Risks, anything incidental to the Risks, which may arise as a result of participation in or in connection with the Competition. **YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION.**

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

**Print Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_  
Participant (mm/dd/yyyy)

**Print Name:** \_\_\_\_\_  
Guardian (if the participant is a minor)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Participant or Guardian (for minor) (mm/dd/yyyy)



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[INSERT NAME OF PTSO]

## INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(To be executed by participants under the age of 18)

**WARNING! Please read carefully.**

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

**Participant's Name:** \_\_\_\_\_ (the "Participant")

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of \_\_\_\_\_ and the spectating, orientation, instruction, activities, competitions, programs and services of [Insert PTSO] and [Insert Club] (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.

### Disclaimer

2. [Insert PTSO], [Insert 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, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities.  
 *We have read and agree to be bound by paragraphs 1 and 2*

### Description and Acknowledgement of Risks

3. 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;
  - b) 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;
  - 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 give incomplete warnings or instructions, may misjudge weather or environmental conditions, or the equipment being used might malfunction; and,
  - d) **The novel coronavirus, COVID-19, 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-**



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4. 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) Contracting COVID-19 or any other contagious disease;
  - b) The sport of \_\_\_\_\_;
  - c) Privacy breaches, hacking, technology malfunction or damage while interacting with online training;
  - d) Executing strenuous and demanding physical techniques;
  - e) Dryland training including weights, running, bands and massage;
  - f) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - g) Exerting and stretching various muscle groups;
  - h) Physical contact with other participants;
  - i) Failure to act safely or within my own ability or designated areas;
  - j) *[Describe sport-specific risks]*
  - k) The failure to properly use any piece of equipment or the mechanical failure of any piece of equipment;
  - l) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
  - m) Abrasions, sprains, strains, fractures or dislocations;
  - n) Concussion or other head injuries, including but not limited to closed head injury or blunt head trauma;
  - o) Spinal cord injuries which may render me permanently paralyzed;
  - p) Negligence of other persons, including other spectators, participants or employees; and,
  - q) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities.

***We have read and agree to be bound by paragraphs 3 and 4***

## Terms

5. 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.
6. 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] and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

### **Jurisdiction**

7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in [PROVINCE] and they further agree that the substantive law of [PROVINCE] will apply without regard to conflict of law rules.

*We have read and agree to be bound by paragraphs 5-7*

### **Acknowledgement**

8. 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 Participant (print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Name of Parent or Guardian (print)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date



**LOGO HERE**

**NAME OF ORGANIZATION HERE**

the “Organization”

**Remote Training Waiver**

**WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY**  
**PLEASE READ CAREFULLY BEFORE SIGNING.**

The Participant (named below) may be required to resume training remotely, or independently, outside of a sport-specific facility, owned, leased, operated or otherwise controlled by the Organization (the “**Remote Training**”). It is the responsibility of the Participant or the Participant’s Guardian to ensure the suitability and safety of the Remote Training environment. This waiver does not affect accident and out-of-country travel insurance provided by the Organization where applicable.

By signing below, the Participant or the Participant’s Guardian understands, acknowledges, and accepts full responsibility for the risks, dangers, and hazards which are inherent to Remote Training, including, but not limited to: the potential for bodily injury or illness (including contraction of COVID-19); close proximity to or contact with others who may have been exposed to or infected with COVID-19 or other communicable illnesses; close proximity to or contact with surfaces, equipment, fixtures, or other objects that may be infected with COVID-19 or other communicable illnesses; tripping hazards; loud-noises; equipment failure; dehydration; exhaustion; lacerations, bone fracture, bone breakage, soft-tissue damage, dislocations, tendon and/or ligament damage, sprains, spinal injuries, head or neck injuries, concussion, hearing damage, ocular damage, damage to teeth or dental work, or other bodily injury, disability (permanent or temporary), or death; despite the Organization’s efforts, inadequate safety measures; other circumstances, known or unknown or beyond the control of the Organization, its partners, sponsors, agents, affiliates, directors, employees, officers, therapists, or volunteers (together, the “**Releasees**”); or negligence or omission of the Releasees (collectively, the “**Risks**”).

In consideration for the access to the Organization’s training program, coaching and mentorship, the Participant and or the Participant’s Guardian: (a) releases, discharges and forever holds harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks of participation in or in connection with the Remote Training, including ensuring the suitability and safety of the Remote Training environment; (b) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, demands, damages or losses of any kind that may arise as a result of the Risks of participation in or in connection with the Remote Training, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same; and (c) freely assumes all risks associated with the Risks, anything incidental to the Risks, which may arise as a result of participation in or in connection with the Remote Training. **YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION AND THE RELEASEES.**

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

**Print Name:** \_\_\_\_\_  
the “**Participant**”

**Date of Birth:** \_\_\_\_\_  
(mm/dd/yyyy)

**Print Name:** \_\_\_\_\_  
the “**Guardian**” (if Participant is a minor)

**Signature:** \_\_\_\_\_  
Participant or Guardian for minor

**Date:** \_\_\_\_\_  
(mm/dd/yyyy)

## **COVID-19, SPORT, AND WAIVER** **LIMITING LEGAL LIABILITY IN THE “NEW NORMAL”**

### **Introduction**

As Provincial and Territorial governments begin to put in place gradual re-opening plans and sport organizations are preparing to resume activities, the risk of COVID-19 and its transmission through sporting activity must be kept in mind.

This user guide briefly discusses the use of liability waivers to help protect Canadian sports organizations from legal liability for transmission of COVID-19 through sporting activities. However, it is important to remember that risk mitigation is still required, through the development and implementation of measures to protect the health and safety of participants from the risk of contracting COVID-19. Also required is good communication with your insurer.

The waivers are intended for use not only by athletes, but also by other participants such as directors, officers, members, committee members, volunteers, employees, interns, persons under contract, and all persons working with athletes, such as coaches, medical and paramedical personnel, representatives, and other support persons.

### **Good Practices for Risk Mitigation**

Waivers of liability are just one component of a well-developed risk mitigation plan. A waiver of liability should be used in conjunction with the development and implementation of reasonable precautionary measures based on provincial health guidelines to protect the health and safety of participants from the risk of contracting COVID-19 or from injury otherwise. Some such precautionary measures could include:

1. Designing a system in which facilities and equipment are regularly and thoroughly sanitized, inspected, and maintained;
2. Develop a general safety plan that addresses foreseeable dangers that could lead to liability;
3. Keep a written record of the safety plan along with a diary of steps taken to address safety concerns;
4. Post visible and clear signs or pictures to inform participants of the inherent risks associated with the attending at the facility or event;
5. Educate and inform coaches, staff, volunteers, and administrators of the various ways liability can be incurred and train them never to admit liability.

Further advice and direction is available from your provincial health authority, the Sport Medicine Advisory Committee, etc. Links to provincial health guidelines and resources are found here:

Alberta	<a href="https://www.alberta.ca/biz-connect.aspx">https://www.alberta.ca/biz-connect.aspx</a>
British Columbia	<a href="https://www.worksafebc.com/en/about-us/covid-19-updates/">https://www.worksafebc.com/en/about-us/covid-19-updates/</a>
Quebec	<a href="https://www.quebec.ca/en/health/health-issues/a-z/2019-coronavirus/gradual-resumption-activities-covid19-related-pause/">https://www.quebec.ca/en/health/health-issues/a-z/2019-coronavirus/gradual-resumption-activities-covid19-related-pause/</a>
Ontario	<a href="https://www.ontario.ca/page/reopening-ontario-stages">https://www.ontario.ca/page/reopening-ontario-stages</a>
Canadian Academy of Sport and Exercise Medicine	<a href="https://casem-acmse.org/news/advisory-on-covid-19-sport-medicine-april-1/">https://casem-acmse.org/news/advisory-on-covid-19-sport-medicine-april-1/</a>

## **Waivers**

A liability waiver is a legal document that a person may sign to acknowledge the risks involved in their participation in an activity. In sport, waivers are designed to protect the organizers of an activity from liability if an athlete or spectator gets injured.

As society transitions from lockdown to a “new normal”, Canadian sports organizations must update their pre-existing waivers or adopt new waivers that address the specific risk of COVID-19 transmission through sanctioned training and events.

In order to be enforceable in court, a waiver of liability must specifically contemplate the risks associated with the event or activity to which it pertains. A waiver that is too general may be found to be unenforceable and of no value to the organization seeking to rely on it.

Attached are three template waivers that your organization can adapt and use to protect itself from legal liability as its athletes and participants return to train and participate in sport. The key features of these waivers and the activities to which they pertain are described below.

### **1. Event Waiver – for use when organizing an event**

The Event Waiver is drafted as a unilateral (one way) agreement, to be executed by an individual participant (or, in the case of a minor, their guardian) for the benefit of the organizer of a sporting event such as a hockey game, a track & field meet, or a swimming competition. This is an event specific waiver and should be signed by the participant for each event. The Event Waiver contains three distinct sections.

First, an attestation that the person seeking to participate in the event is not infected with COVID-19 and has not recently been exposed to the risk of contracting COVID-19. Requiring each participant in an event to provide an attestation further strengthens the organizer’s legal position in the event that a participant brings a legal action against the organizer claiming they contracted COVID-19 at the event and that the organizer is at fault.



Second, the Event Waiver seeks to broadly capture all risks associated with a particular sporting event with as much detail as to each risk as possible. Ideally, the Event Waiver articulates all possible risks facing event participants, including the risk of contracting COVID-19. The more particularly the waiver describes a risk that causes harm to a participant; the more likely the waiver of liability will be enforceable in court. **Organizations should review this section of the waiver and add any particular risks associated with their particular event.**

Third, the Event Waiver contains an assumption of the risks and a release from liability. This is the section of the Event Waiver in which the participant legally agrees to give up any right to sue the event organizer should the participant suffer any harm in connection with the risks described.

## **2. Facilities Waiver – for use when individuals utilize an organization’s facilities**

Similar to the Event Waiver, the Facilities Waiver is drafted as a unilateral (one-way) agreement, to be executed by an individual person (or, in the case of a minor, their guardian) for the benefit of the organization that hosts athletes or participants on their premises. The Facilities Waiver contains three distinct sections. Notably, it does not contain an attestation, therefore, should be used in conjunction with the Daily Attestation described below. This is intended as a onetime waiver that the organization will keep on file.

First, the Facilities Waiver contains a description of the premises at which the participant will be attending. **An organization should ensure that the language of this section appropriately describes their premises and might consider including the street address of the property.**

Second, the Facilities Waiver contains a description of the risks associated with attendance at a typical sports training facility and the potential harms an attendee may suffer as a result of those risks. **Organizations should review and modify this section to address facility-specific risks that may be unique to the activities taking place at their particular premises.**

Third, and like all waivers, the Facilities Waiver contains an assumption of the risks and a release from liability.

## **3. Remote Activity Waiver – for use when participants train remotely as required by the organization**

Like the Event Waiver and the Facilities Waiver, the Remote Activity Waiver is drafted as a unilateral (one way) agreement, to be executed by an individual person (or, in the case of a minor, their guardian) for the benefit of the organization in cases where the participant is training remotely. This intended as a onetime waiver that the organization will keep on file.

The Remote Activity Waiver is designed to apply to activities undertaken by athletes and others as a result of their membership or affiliation with the organization, but that do not take place at the organization’s facilities or at a particular event. Such activities might include dry-land training, cycling, etc.

The description of risks associated with remote activities will be highly organization dependent. It must be remembered that the best and most enforceable waivers of liability contain detailed descriptions of the specific risk a participant may face when participating in a particular activity. **Organizations are encouraged to discuss potential remote activities with their legal counsel to ensure that the waiver is drafted appropriately to ensure that the organization is protected.**

The Remote Activity Waiver also does not contain an attestation. The organization may consider whether it is also appropriate to use the Remote Activity Waiver in conjunction with the Daily Attestation described below. The Daily Attestation should be used alongside the Remote Activity Waiver, where the remote activity requires two or more participants to train together. A combined Facility and Remote Activity Waiver is also available for convenience.

**4. Daily Attestation – for daily use to confirm the COVID-19 free status of participants and compliance with government and organization directions in respect of COVID-19**

The Daily Attestation does not waive any liability against the organization. It should be used along with one of the waivers above as appropriate. The Daily Attestation instead requires the participant to confirm that they do not knowingly have COVID-19 or its symptoms, has not knowingly been exposed to COVID-19 during the last 14 days (the incubation period), or frequented areas or individuals at a higher risk of exposing one to the virus. The Daily Attestation is not a onetime use document, but should be completed by participants before participating at an event or utilizing the organization’s facilities. Completed Daily Attestations should be kept on file by the organization or the facility.

The Daily Attestation requires the participant to confirm that they have been following recommended guidelines, including physical distancing, and agree to do so while participating at the event or while utilizing the organization’s facilities. Importantly, the participant will also agree to immediately depart from an event or facility should they experience the known symptoms of COVID-19.

For participants that have had COVID-19, the Daily Attestation confirms that they have been cleared as noncontagious by provincial or local health authorities, and has provided written confirmation from a medical doctor of this to the organization.

**Communicating with your Insurer**

The relationship between the insurer and the insured is intended to be a good faith relationship, with that duty of good faith flowing in both directions. For the insurer that means it is to deal with claims in a fair and reasonable manner, and not wrongfully deny claims or take unsupported positions. For the organization (the insured), it means full and prompt disclosure both during the application phase, as well as when a claim is presented to the insurer.

In the vast majority of litigation between insurers and insured the conflict arises as a result of some element of miscommunication or misunderstanding between the parties. As such, clear

communication with the insurer is critical. Some ways in which to ensure proper communication include:

1. Provide full disclosure of the event, facility, or participation risks during the application process. If uncertain inquire with the insurer.
2. Review the organization's insurance policy or policies and know what is covered and not covered. Consider whether the coverage is appropriate to your organization's risks.
  - a) Are there specific exclusions in the policy?
  - b) Are there specific riders or amendments to the policy?
3. Notify the insurer if there are substantive changes in procedures or in the circumstances from when the application was originally made. Advise the insurer of substantive changes. If the organization is uncertain as to what have been previously disclosed to the insurer, inquire with the insurer as to the existing coverage.
4. Promptly notify the insurer if a claim or potential claim arises. If the organization is uncertain as to whether a claim will arise, it is better to provide notice.
5. Provide as much information as possible in support of a claim.

In short, you want to provide the insurer with complete and accurate information in a timely manner, so as to avoid any resistance to claims that may be advanced due to some element of miscommunication or misunderstanding by either party.

# ENGAGEMENT FORM EQUESTRIAN ACTIVITY HOST

FOR THE USE OF THE ORGANIZER

## EQUESTRIAN ACTIVITY ORGANIZER

Company, organization or club: \_\_\_\_\_

Address: \_\_\_\_\_

Organizer Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Hereinafter referred to as **"Organizer"**

## EQUESTRIAN ACTIVITY

Name of equestrian activity: \_\_\_\_\_

Description: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Hereinafter referred to as **"Equestrian activity"**

## EQUESTRIAN ACTIVITY HOST

Company, organization or club: \_\_\_\_\_

Address: \_\_\_\_\_

Host Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Hereinafter referred to as **"Host"**

### **> Commitment concerning the organization of the equestrian activity**

The host agrees to comply with all the regulations applicable to the organized equestrian activity.

# ENGAGEMENT FORM EQUESTRIAN ACTIVITY ORGANIZER

FOR THE USE OF THE PROVINCIAL ORGANIZATION

## PROVINCIAL ORGANIZATION

Provincial Organization: \_\_\_\_\_

Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Hereinafter referred to as "Provincial Organization"

## EQUESTRIAN ACTIVITY

Name of equestrian activity: \_\_\_\_\_

Description: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Hereinafter referred to as "Equestrian activity"

## EQUESTRIAN ACTIVITY ORGANIZER

Company, organization or club: \_\_\_\_\_

Address: \_\_\_\_\_

Organizer Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Equestrian Activity Host: \_\_\_\_\_

Hereinafter referred to as "Organizer"

### > Commitment concerning the organization of the equestrian activity

The organizer agrees to comply with all the regulations applicable to the organized equestrian activity.

**> Engagement concerning COVID-19 <sup>1</sup>**

The new coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread mainly by contact from person to person. Consequently, local, provincial and federal governmental authorities recommend various measures and prohibit a variety of behaviors, in order to reduce the spread of the virus.

The organizer, including members of its team, commit themselves to comply with the requirements and recommendations of Provincial/Territorial Public health and other governmental authorities, and to put in place and adopt all necessary measures to that effect. However, **(insert PTSO)** cannot guarantee that no person will become infected with COVID-19. Further, organizing this equestrian activity could increase people’s risk of contracting COVID-19, despite all preventative measures put in place.

**> Engagement concerning the necessary forms**

In addition to the present form that the organizer must provide to **(insert PTSO)**, the organizer must also provide, when applicable the duly completed and signed “Engagement Form – Host.” Further, the organizer agrees to keep it for a period of 3 years following the date of the equestrian activity.

The organizer commits to require from each participant the duly completed and signed “Recognition Acceptance and Risk Form - Participant” (RARDL Form). Further, the organizer agrees to keep them for a period of 3 years following the date of the equestrian activity and to provide to **(insert PTSO)** on request some or all of the forms.

The organizer commits to require from each member of its team (volunteers, officials, contractual workers, etc.) the duly completed and signed “RARDL Form – Team.” Further, the organizer agrees to keep them for a period of 3 years following the date of the equestrian activity and to provide to **(insert PTSO)** on request some or all of the forms.

**> Disclaimer of Liability**

The organizer undertakes to indemnify and/or hold harmless without restriction **(insert PTSO)**, Equestrian Canada and the host, when applicable, from all liability for any damage, injury, illness, affection and loss arising from the organization and holding of the equestrian activity offered by the organizer.

IN WITNESS WHEREOF, THE REPRESENTATIVE OF THE ORGANIZER SIGNS THIS DOCUMENT FREELY AND WITH FULL KNOWLEDGE.

\_\_\_\_\_  
Name of Organizer Representative

\_\_\_\_\_  
Signature of Organizer Representative

Signed in \_\_\_\_\_ on the \_\_\_\_\_ th day of \_\_\_\_\_ 2020.

<sup>1</sup> This section will remain in effect until **(insert PTSO)** per the direction of the provincial government and provincial health officials, determines that the acknowledgments in this declaration are no longer required.

**> Engagement concerning COVID-19 <sup>1</sup>**

The new coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread mainly by contact from person to person. Consequently, local, provincial and federal governmental authorities recommend various measures and prohibit a variety of behaviors, in order to reduce the spread of the virus.

The host, including its employees, commits to comply with the requirements and recommendations of Provincial/Territorial Public health and other governmental authorities, and to put in place and adopt all necessary measures to that effect. However, neither (**insert PTSO**) nor the organizer can guarantee that no person will become infected with COVID-19. Further, hosting this equestrian activity could increase people’s risk of contracting COVID-19, despite all preventative measures put in place.

**> Disclaimer of Liability**

The host undertakes to indemnify and/or hold harmless without restriction (**insert PTSO**) and Equestrian Canada and the organizer from all liability for any damage, injury, illness, affection and loss arising from the organization and holding of the equestrian activity offered by the organizer.

IN WITNESS WHEREOF, THE REPRESENTATIVE OF THE HOST SIGNS THIS DOCUMENT FREELY AND WITH FULL KNOWLEDGE.

\_\_\_\_\_  
Name of host representative

\_\_\_\_\_  
Signature of host representative

Signed in \_\_\_\_\_ on the \_\_\_\_\_ th day of \_\_\_\_\_ 2020.

<sup>1</sup> This section will remain in effect until the organizer, per the direction of the provincial government and provincial health officials, determines that the acknowledgments in this declaration are no longer required.

RECOGNITION AND ACCEPTANCE OF RISKS  
DISCLAIMER OF LIABILITY FORM  
EQUESTRIAN ACTIVITY PARTICIPANT

FOR THE USE OF THE ORGANIZER

**EQUESTRIAN ACTIVITY ORGANIZER**

Company, organization or club: \_\_\_\_\_

Address: \_\_\_\_\_

Organizer Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Hereinafter referred to as "Organizer"

**EQUESTRIAN ACTIVITY**

Name of equestrian activity: \_\_\_\_\_

Description: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Hereinafter referred to as "Equestrian activity"

**PARTICIPANT**

Name: \_\_\_\_\_

Role: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Hereinafter referred to as "Participant"

**> Acknowledgement of risk linked to the practice of equestrian activities**

I recognize that participating in equestrian activities involves the inherent risk of serious injury.



**> Acknowledgement of risk concerning COVID-19 <sup>1</sup>**

The new coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread mainly by contact from person to person. Consequently, local, provincial and federal governmental authorities recommend various measures and prohibit a variety of behaviors, in order to reduce the spread of the virus.

The participant commits to comply with the requirements and recommendations of Provincial/Territorial Public health and other governmental authorities, and to put in place and adopt all necessary measures to that effect. However, the organizer cannot guarantee that no person will become infected with COVID-19. Further, participation in this equestrian activity could increase the participant’s risk of contracting COVID-19, despite all preventative measures put in place.

By signing this document,

1. I acknowledge the highly contagious nature of COVID-19 and I voluntarily assume the risk that I could be exposed or infected by COVID-19 due to my participation in the equestrian activity offered by the organizer. Being exposed or infected by COVID-19 may particularly lead to injuries, diseases or other illnesses.
2. I declare that I am participating voluntarily in the organizer’s equestrian activity
3. I declare that neither I nor anyone in my household, have experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, respiratory illness, difficulty breathing).
4. If I experience, or if anyone in my household experiences any cold or flu-like symptoms after submitting this declaration, I will not attend or participate in the organizer’s equestrian activity until at least 14 days have passed since those symptoms were last experienced.
5. I have not, nor has anyone in my household, travelled to or had a lay-over in any country outside Canada, or in any Province outside of (insert PTSO) in the past 14 days. If I travel, or if anyone in my household travels, outside the Province of (insert PTSO) after submitting this declaration, I will not attend or participate in the organizer’s equestrian activity until at least 14 days have passed since the date of return.

**> Disclaimer of Liability**

I undertake to indemnify and/or hold harmless without restriction (insert PTSO) and Equestrian Canada, the organizer and the host when applicable from all liability for any damage, injury, illness, affection and loss arising from my participation in the equestrian activity offered by the organizer. The undersigned, in his name or that of his child and / or pupil, recognizes that he is physically and emotionally capable of being involved in the equestrian activity offered by the organizer.

IN WITNESS WHEREOF, I SIGN THIS DOCUMENT FREELY AND WITH FULL KNOWLEDGE.

\_\_\_\_\_  
Name of participant (block letters)

\_\_\_\_\_  
Name of parent/legal guardian  
(if the participant is a minor or cannot legally agree)

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Signature of parent/legal guardian

Signed in \_\_\_\_\_ on the \_\_\_\_\_ th day of \_\_\_\_\_ 2020.

<sup>1</sup> This section will remain in effect until the organizer, per the direction of the provincial government and provincial health officials, determines that the acknowledgments in this declaration are no longer required.

# RECOGNITION AND ACCEPTANCE OF RISKS DISCLAIMER OF LIABILITY FORM EQUESTRIAN ACTIVITY TEAM MEMBER

FOR THE USE OF THE ORGANIZER

## EQUESTRIAN ACTIVITY ORGANIZER

Company, organization or club: \_\_\_\_\_

Address: \_\_\_\_\_

Organizer Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Hereinafter referred to as **"Organizer"**

## EQUESTRIAN ACTIVITY

Name of equestrian activity: \_\_\_\_\_

Description: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Hereinafter referred to as **"Equestrian activity"**

## TEAM MEMBER

Name: \_\_\_\_\_

Role: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Hereinafter referred to as **"Team member"**

### > Acknowledgement of risk linked to the practice of equestrian activities

I acknowledge that my participation as a member of the equestrian activity team involves inherent risks of serious injury.

**> Acknowledgement of risk concerning COVID-19 <sup>1</sup>**

The new coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread mainly by contact from person to person. Consequently, local, provincial and federal governmental authorities recommend various measures and prohibit a variety of behaviors, in order to reduce the spread of the virus.

The team member commits to comply with the requirements and recommendations of Provincial/Territorial Public health and other governmental authorities, and to put in place and adopt all necessary measures to that effect. However, the organizer cannot guarantee that no person will become infected with COVID-19. Further, the team member’s involvement in this equestrian activity could increase their risk of contracting COVID-19, despite all preventative measures put in place.

By signing this document,

1. I acknowledge the highly contagious nature of COVID-19 and I voluntarily assume the risk that I could be exposed or infected by COVID-19 due to my involvement in the equestrian activity offered by the organizer. Being exposed or infected by COVID-19 may particularly lead to injuries, diseases or other illnesses.
2. I declare that I am involved in the organizer’s equestrian activity voluntarily.
3. I declare that neither I nor anyone in my household, have experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, respiratory illness, difficulty breathing).
4. If I experience, or if anyone in my household experiences any cold or flu-like symptoms after submitting this declaration, I will not attend the organizer’s equestrian activity until at least 14 days have passed since those symptoms were last experienced.
5. I have not, nor has anyone in my household, travelled to or had a lay-over in any country outside Canada, or in any Province outside of (**insert Province**), in the past 14 days. If I travel, or if anyone in my household travels, outside the Province of (**insert Province**) after submitting this declaration, I will not attend the organizer’s equestrian activity until at least 14 days have passed since the date of return.

**> Disclaimer of Liability**

I undertake to indemnify and/or hold harmless without restriction (**insert PTSO**), Equestrian Canada, the organizer and the host when applicable from all liability for any damage, injury, illness, affection and loss arising from my involvement in the equestrian activity offered by the organizer. The undersigned, in his name or that of his child and / or pupil, recognizes that he is physically and emotionally capable of being involved in the equestrian activity offered by the organizer.

IN WITNESS WHEREOF, I SIGN THIS DOCUMENT FREELY AND WITH FULL KNOWLEDGE.

\_\_\_\_\_  
Name of team member (block letters)

\_\_\_\_\_  
Name of parent/legal guardian  
(if the team member is a minor or cannot legally agree)

\_\_\_\_\_  
Signature of team member

\_\_\_\_\_  
Signature of parent/legal guardian

Signed in \_\_\_\_\_ on the \_\_\_\_\_ th day of \_\_\_\_\_ 2020.

<sup>1</sup> This section will remain in effect until the organizer, per the direction of the provincial government and provincial health officials, determines that the acknowledgments in this declaration are no longer required.