

# Ontario Volleyball Association Individual Registration Form

Please complete this form and submit it to your Club to retain on file. Do not submit directly to the OVA.

Last Name:

City:

First Name:

Mailing Address:

Province:

Postal Code:

Gender: Date of Birth (dd/mm/yyyy): OVA Region:

Email Address:

Phone Number:

Were you an OVA Member in 2019/20? Yes No

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



## (FOR THOSE 18 YEARS OF AGE AND OLDER)

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

1. This is a binding legal agreement. As a Participant in the sport of volleyball and the programs, activities and events of the OVA, the undersigned acknowledges and agrees to the following terms:

#### Disclaimer

2. The OVA and its directors, officers, committee members, members, employees, volunteers, participants, agents, 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, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

#### **Description of Risks**

I have read and agree to be bound by paragraphs 1 and 2.

3. I am participating voluntarily in the sport of volleyball and the actives, events, and programs of the Organization. In consideration of my participation in the sport of volleyball and the programs, activities, and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of volleyball and any such programs, activities and events of the Organization including injuries which can be **severe and even fatal**. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) Exerting and stretching various muscle groups, strenuous cardiovascular workouts, and heatstroke;
- b) Vigorous physical exertion, rapid movements and quick turns and stops;
- c) Falling, tumbling, or hitting other participants;
- d) Falling to the ground or floor due to uneven, slippery, or irregular surfaces;
- e) Contact, colliding or being struck by the volleyball, net, poles, other individuals, equipment, walls, stands, or benches;
- f) Failing to play within one's abilities and within designated areas;
- g) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- h) Animal attacks; including but not limited to, dogs;
- i) Extreme weather conditions which may result in heatstroke, sunstroke, or lightning strikes;
- j) Spinal cord injuries which may render me permanently paralyzed; or

k) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

### 4. Furthermore, I am aware:

- a) That injuries sustained can be severe;
- b) That I may experience anxiety while challenging myself during the activities, events, and programs;
- c) That my risk of injury is reduced if I follow all rules established for participation;
- d) That my risk of injury increases as I become fatigued; and
- e) As a spectator at volleyball events and activities, balls will leave the playing surface and can cause significant injury. Volleyballs may be moving at high velocity from multiple directions and I need to be aware of my surroundings at all times.

I have read and agree to be bound by paragraphs 3 and 4.

#### **Release of Liability**

In consideration of the Organization allowing me to participate in the sport of volleyball and the programs, activities, and events of the Organization, I agree:

- a) That my physical condition has been verified to participant in the activities, events, and programs by a medical doctor within the past twelve months;
- b) To assume all risks arising out of, associated with or related to my participation;
- c) To waive any and all claims that I may have now or in the future against the Organization;
- d) 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 sport of volleyball and the activities, events and programs of the Organization; and
- e) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

#### I have read and agree to be bound by paragraph 5.

6. I have completed the required Respect in Sport Parent Module and provided my certificate number to my child's Club Contact. Complete your online module here: <a href="https://ontvolleyballparent.respectgroupinc.com/start.jsp">https://ontvolleyballparent.respectgroupinc.com/start.jsp</a>

Certificate #\_

\_Date completed \_\_\_\_\_

#### Acknowledgement

By printing in your name and the date below and signing this document, you agree to execute this agreement voluntarily and to be bound by this Legal Agreement, and this Agreement is binding upon yourself, your heirs, executors, administrators, and representatives even if you have not read the Agreement.

Name of Participant:	Signature:	Date:	
(Please Print)		I	



#### (FOR THOSE 17 YEARS OF AGE AND YOUNGER)

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

1. This is a binding legal agreement. As a Participant in the sport of volleyball and the programs, activities and events of the OVA, the undersigned acknowledges and agrees to the following terms:

#### Disclaimer

2. The OVA and its directors, officers, committee members, members, employees, volunteers, participants, agents 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 sport of volleyball, any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the sport of volleyball and the programs, activities and events of the Organization.

#### Description of Risks

#### I have read and agree to be bound by paragraphs 1 and 2.

3. I am participating voluntarily in the sport of volleyball and the actives, events, and programs of the Organization. In consideration of my participation in the programs, activities, and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of volleyball and any such programs, activities and events of the Organization and may be exposed to such risks, dangers and hazards which can be sever and even fatal. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) Exerting and stretching various muscle groups and strenuous cardiovascular workouts;
- b) Vigorous physical exertion, rapid movements and quick turns and stops;
- c) Falling, tumbling, or hitting other participants;
- d) Falling to the ground or sand due to uneven, slippery, or irregular terrain or surfaces;
- e) Contact, colliding or being struck by the volleyball, net, poles, other individuals, equipment, walls, stands, or benches;
- f) Failing to play within one's abilities and within designated areas;
- g) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- h) Animal attacks; including but not limited to, dogs;
- i) Extreme weather conditions which may result in heatstroke, sunstroke, or lightning strikes;
- j) Spinal cord injuries which may render me permanently paralyzed; or
- k) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

#### 4. Furthermore, I am aware:

- a) That injuries sustained can be severe;
- b) That I may experience anxiety while challenging myself during the activities, events, and programs;
- c) That my risk of injury is reduced if I follow all rules established for participation;
- d) That my risk of injury increases as I become fatigued; and
- e) As a spectator at volleyball events and activities, balls will leave the playing surface and can cause significant injury. Volleyballs may be moving at high velocity from multiple directions and I need to be aware of my surroundings at all times.

#### I have read and agree to be bound by paragraphs 3 and 4.

#### **Release of Liability**

5. In consideration of the Organization allowing me to participate in the sport of volleyball and the programs, activities, and events of the Organization, I agree:

- a) That my physical condition has been verified to participant in the activities, events, and programs by a medical doctor within the past twelve months;
- b) To assume all risks arising out of, associated with or related to my participation;
- c) To waive any and all claims that I may have now or in the future against the Organization;
- d) 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 sport of volleyball and the activities, events, and programs of the Organization; and
- e) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

# ☐ I have read and agree to be bound by paragraph 5.

6. I have completed the required Respect in Sport Parent Module and provided my certificate number to my child's Club Contact. Complete your online module here: https://ontvolleyballparent.respectgroupinc.com/start.jsp

Certificate #\_\_\_\_

Date completed

#### Acknowledgement

By printing in your name, writing the date below and signing this document, you and your child/ward agree to execute this agreement voluntarily and to be bound by this Legal Agreement, and this Agreement is binding upon yourself, your child/ward, your heirs, executors, administrators, and representatives even if you have not read the Agreement.

Name of Participant: \_\_\_\_\_ (Please Print) Parent or Guardian's Name: \_\_\_\_\_ (Please Print)

Parent or Guardian's Signature:

Date:

# ONTARIO VOLLEYBALL ASSOCIATION TERMS AND CONDITIONS

### **Consent for Use of Personal Information and Photo Release**

1. I, the Participant, authorize the Ontario Volleyball Association and Volleyball Canada to collect and use personal information about me for the purpose of registration and providing volleyball services, registration with Volleyball Canada, receiving communications from the Ontario Volleyball Association and Volleyball Canada with regard to programs, events, promotions and sponsorships, and posting articles of interest, newsletters, promotions, rosters, statistics, images and results on the Ontario Volleyball Association and Volleyball Canada website.

2. Furthermore, I, the Participant, grant permission to the Ontario Volleyball Association and Volleyball Canada to photograph and/or record my image and/or voice, to use this material to promote the Ontario Volleyball Association and Volleyball Canada through all forms of media.

3. I understand that I may withdraw such consent at any time by contacting the Ontario Volleyball Association's Privacy Officer (privacy@ontariovolleyball.org). The Privacy Officer will advise the implications of such withdrawal.

### \*We do not sell or distribute your personal information to any other third party not listed herein\*

#### Acknowledgement

4. In consideration of the acceptance of my participation in the programs, events, and activities of the Ontario Volleyball Association and Volleyball Canada, I the Participant agree as follows:

- a) To abide by the policies, rules and regulations of the Ontario Volleyball Association and Volleyball Canada.
- b) I accept sole responsibility for my personal possessions and athletic equipment.
- c) To uphold the high standards of the Ontario Volleyball Association and Volleyball Canada and will never do anything to damage their reputation.

5. I am aware of and agree to pay all of my child's Club fees for the season.

6. I acknowledge that I have read these Terms and Conditions in their entirety and that I have executed these Terms and Conditions voluntarily.

Name of Participant: (Please Print)	
Participant's Signature: (If 18 years of age or older)	
Name of Parent or Guardiar (If Participant is under 18 years of a	
Parent or Guardian's Signat (If Participant is under 18 years of a	
Date:	



## ACKNOWLEDGEMENT, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK REGARDING COVID-19

Α.	l,	; or
	(use A if 18 years or older)	
В.	I/We,	being the parent(s)/legal guardian(s) of
		(herein " <b>my/our child</b> ") <i>,</i>
(coi	nplete B if participant is under 18 years)	

hereby acknowledge and agree that, in consideration of:

A. my participation; or

B. the participation of

(complete B if participant is under 18 years)

In volleyball activities ("**Activities**") organized, operated or sanctioned by Ontario Volleyball Association or by a club which is a member of Ontario Volleyball Association (each an "**Organizer**"):

- 1. I/We acknowledge that the World Health Organization has classified the Coronavirus Disease ("COVID-19") outbreak as a global pandemic and am/are aware of the risks of COVID-19. I/We specifically acknowledge and agree that I am/we are aware of the risks to personal health, including by the failure to follow physical distancing protocols, flowing from COVID-19, and that I am/we are assuming, on my own behalf and, if signing on behalf of a participant under 18 years, on their behalf, all health risks and adverse health related consequences caused by or arising from engaging in any Activities (the "Assumed Risks").
- 2. I/We acknowledge that the Organizers are implementing the **Ontario Volleyball Association Return to Play Protocols** ("**Protocols**") the most recent version of which will be posted from time to time on Ontario Volleyball Association's website. I/We specifically acknowledge and agree that I am/we are aware of Protocols, that I/we will abide by the Protocols, and that the Protocols are subject to all federal, provincial and municipal laws, regulations, by-laws and orders as they may exist from time to time.
- 3. I/We acknowledge the Organizers may remove any participant or spectator from the facility or from participation in the Activities at any time and for any reason if the Organizer(s) believes, in its sole discretion, that the participant or spectator is no longer in compliance with any of the standards described in the Protocols.
- 4. I/we hereby release the Organizers, their members, officers, directors, employees, independent contractors, agents, and volunteers ("**Releasees**") from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all damages, personal injuries, death, or property losses which I/we may suffer arising out of or connected with the Assumed Risks, the content or implementation of the Protocols (including without limitation the conduct of any screening of any individual), and the preparation for, or participation in, the Activities, notwithstanding that any such losses were caused solely or partly by the negligence of any of the Releasees.



- 5. I/we do hereby agree to indemnify and hold harmless the Releasees from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of any of the Releasees that may be made or initiated by, or on behalf of my/our child, arising out of or connected with the Assumed Risks as they relate to me/us and/or my/our child, the content or implementation of the Protocols as they relate to me/us and/or my/our child, and my/our child's preparation for and/or participation in any of the Activities.
- 6. And, I/we hereby acknowledge and agree:
  - (a) that I/we understand that none of the Releasees assumes any responsibility whatsoever for my safety or the safety of my/our child during the course of any preparation for or participation in the aforesaid Activities;
  - (b) that I/we will comply with the implementation of the Protocols and that any failure on my/our part (or on the part of my/our child) to comply with the Protocols and their implementation may have consequences (including without limitation a withdrawal of permission for me or my/our child to participate in an Activity or Activities) and could jeopardize relevant insurance coverage;
  - (c) that I/we understand that the implementation of the Protocols may involve the collection, use and disclosure of personal information about me or my/our child and I consent to same;
  - (d) that I/we have carefully read this ACKNOWLEDGEMENT, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK that I/we fully understand same, and that I am/we are freely and voluntarily executing same;
  - (e) that I have been given the opportunity and that I am encouraged to seek independent legal advice prior to signing this document;
  - (f) that I understand that the Organizers would not permit me or my/our child to participate in any Activities unless I signed this ACKNOWLEDGEMENT, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK, which applies to all Activities whether occurring in the near or distant future and that the terms of this document need not be brought to my attention each time I participate in a Program in order for it to be effective;
  - (g) that the term Activities as used herein includes, without limiting the generality of that term, training sessions, clinics, leagues and events that are in any way authorized, sanctioned, organized or operated by any of the Organizers on its own or together with another.
  - (h) that this ACKNOWLEDGEMENT, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns.

Date: / /20 \_\_\_\_

Applicant's Signature (I am 18 years old or older: if not, Parent(s) or Legal Guardian(s) must also sign below)

Parent's(s') or Legal Guardian's(s') SignatureRelationship:Parent(s)Legal Guardian(s)



# **Ontario Volleyball Association**

# Concussion Code of Conduct for Athletes and Parents/Guardians (for athletes under 18 year of age)

# I will help prevent concussions by:

- Wearing the proper equipment for my sport and wearing it correctly.
- Developing my skills and strength so that I can participate to the best of my ability.
- Respecting the rules of my sport or activity.
- Respecting the warm-up hitting protocol during all competition and training sessions.
- Committing to fair play and respect for all (respecting other athletes, coaches, team trainers and officials).

# I will care for my health and safety by taking concussions seriously, and I understand that:

- A concussion is a brain injury that can have both short- and long-term effects.
- A blow to my head, face or neck, or a blow to the body that causes the brain to move around inside the skull may cause a concussion.
- I don't need to lose consciousness to have had a concussion.
- I have a commitment to concussion recognition and reporting, including self-reporting of
  possible concussion and reporting to a designated person when and individual suspects that
  another individual may have sustained a concussion (Meaning: If I think I might have a
  concussion I should stop participating in further training, practice or competition
  immediately, or tell an adult if I think another athlete has a concussion).
- Continuing to participate in further training, practice or competition with a possible concussion increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries.

# I will not hide concussion symptoms. I will speak up for myself and others.

- I will not hide my symptoms. I will tell a coach, official, team trainer, parent or another adult I trust if I experience **any** symptoms of concussion.
- If someone else tells me about concussion symptoms, or I see signs they might have a concussion, I will tell a coach, official, team trainer, parent or another adult I trust so they can help.



- I understand that if I have a suspected concussion, I will be removed from sport and that I
  will not be able to return to training, practice or competition until I undergo a medical
  assessment by a medical doctor or nurse practitioner and have been medically cleared to
  return to training, practice or competition.
- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with the athlete's school and any other sport organization with which the athlete has registered (Meaning: If I am diagnosed with a concussion, I understand that letting all of my other coaches and teachers know about my injury will help them support me while I recover).

# I will take the time I need to recover, because it is important for my health.

- I understand my commitment to supporting the return-to-sport process and I will follow Ontario Volleyball Association's Return-to-Sport Protocol.
- I understand I will have to be medically cleared by a medical doctor or nurse practitioner before returning to training, practice or competition.
- I will respect my coaches, team trainers, parents, health-care professionals, and medical doctors and nurse practitioners, regarding my health and safety.

In addition to the commitment to the OVA Concussion Code of Conduct, Rowan's Law (Concussion Safety), 2018 states that prior to registration with any sport organization all individuals must review the applicable concussion awareness resources found at Ontario.ca/concussions.

The below links can also be used to access these materials:

Ages 10 and Under

<u>Ages 11-14</u>

## Ages 15 and Up

You must review one of the resources once a year, and then confirm that you have completed the review every time you register with a sport organization.

Once you have reviewed these materials please provide a signed copy of the below *Concussion Code of Conduct and Review of Concussion Awareness Resource Acknowledgement Form* to your Club.

## Note: this form must be completed prior to your/your child's registration with the OVA.



# Concussion Code of Conduct and Review of Concussion Awareness Resource Acknowledgment Form

Under Rowan's Law (Concussion Safety), 2018, every sport organization will ask you to confirm that you reviewed one of the Concussion Awareness Resources in this website (Ontario.ca/concussions) before you can register/participate in a sport.

You must review one of the resources once a year, and then confirm that you have completed the review every time you register with a sport organization.

Sport organizations must also establish a Concussion Code of Conduct and individuals must confirm that they have reviewed the sport organization's applicable Concussion Code of Conduct prior to registration/participation in a sport.

By signing here, I confirm that I have reviewed the applicable Concussion Awareness Resource at Ontario.ca/concussions and that I have fully reviewed and commit to the Ontario Volleyball Association's applicable Concussion Code of Conduct.

Name:

Parent/Guardian Signature (for individuals under 18 yrs of age)

Date: