

SUMMIT VOLLEYBALL INC.
TRAVEL CONSENT AND LIABILITY WAIVER

WARNING! By signing this document you will assume certain risks and responsibilities and give up your right to sue. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns you may have before signing. Please read each paragraph carefully.
2. As a Participant in the practices, competitions, games, events, activities, programs, and services provided, arranged, organized, conducted, sponsored or authorized by Summit Volleyball Inc. including the international team travel (collectively the "Activities"), the undersigned, being the Participant, _____ and the Participant's Parent/Guardian, _____ (collectively the "Parties"), acknowledge and agree to the following terms:

Disclaimer

3. Summit Volleyball Inc., and their respective, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, and representatives (collectively the "Organizations") 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 and the risks relating to the Activities, including in the event that there has been **negligence** on the part of the Organizations. The Parties accept all such known, and unknown risks.
4. Summit Volleyball Inc. may, from time to time or on specific occasions, assist the Parties with or make the Parties aware of occasions to explore recruiting opportunities, however, they cannot and explicitly do not guarantee that any of those occasions or opportunities will lead to the recruitment of the athlete by any program or lead to an acceptance into or any assistance, financial or otherwise, from any post-secondary educational institution. All participation of the Parties in recruiting activities is at their own risk and with no expectation that the result of those activities is dependent on or in any way connected to anything that Summit Volleyball Inc. has either done, or not done, to assist the Parties in those recruitment activities.

5. Summit Volleyball Inc. may, from time to time or on specific occasions, assist the Parties in obtaining access to certain medical professionals including, but not limited to, physiotherapists, mental health professionals, trainers, sports medical physicians and chiropractors, but as they are not involved at all in the actual treatment or care of the athletes they cannot, and do not, accept any liability for any risks or costs associated with the engagement of any of the medical professionals accessed by the Parties.

Description of Risks

4. The Parties understand and acknowledge that 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.
5. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a. Failing to comply with the rules established for participation
 - b. Bad weather conditions including hypothermia, sunstroke, or dehydration
 - c. Failing to remain within designated areas
 - d. Contact, colliding, falling or being struck by other participants or equipment
 - e. Executing strenuous and demanding physical techniques;
 - f. Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - g. Exerting and stretching various muscle groups;
 - h. Falls to the ground or floor due to uneven or irregular terrain or surfaces;
 - i. Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - j. Spinal cord injuries which may render the Participant permanently paralyzed, permanently disabled and dead; and
 - k. Travel to and from events which are an integral part of the Organizations' Activities.

Terms

6. In consideration of the Organizations allowing the Participant to participate in the Activities, the Parties agree:
 - a. That the Participant's physical condition is appropriate to participate in the Activities;
 - b. To comply with the rules and regulations for participation in the Activities;
 - c. That if the Participant observes an unusual significant hazard or risk, the Participant will remove himself or herself from participation and bring such to the attention of an Organization representative immediately;
 - d. That the Organizations do not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant in the Activities and the Parties affirm they have ascertained appropriate insurance to protect the Participant.
 - e. In the event that the Activities are located outside of Canada, proof of appropriate Out of Country medical insurance will be required prior to the Participant travelling to the Activities.
 - f. Parties are responsible for any and all costs, risks and liabilities associated with whatever mode of transportation they choose to travel to the Activities, as well as the supervision of the Participant during the travel time as well as throughout the Activities, including in the event that they have arranged for a Team Chaperone.
 - g. In the event that the Participant will not be lodging with the Organizations during the Activities, the Parties are responsible for arranging appropriate accommodation for the Participant, as well as any and all costs, risks and liabilities associated with whatever accommodations they choose, as well as the supervision of the Participant throughout the Activities, including in the event that they have arranged for a Team Chaperone.
 - h. In the event that the Participant will be travelling and lodging without a Parent or Guardian but the Parties have arranged for the Participant to be chaperoned by a Coach or Manager ("Team Chaperone"), the Organizations shall not be liable if the Participant violates team rules, policies or the Code of Conduct.
 - i. In the event that the Participant will be travelling with a Team Chaperone, the Parties shall provide a Travel Consent in the form attached, authorizing the Participant to travel with that designated Team Chaperone. Please indicate by initialing the appropriate spot below whether the Participant is able to travel alone in the event of an unforeseen change in travel plans _____ **(initial here)** or if the Parties will accept any and all costs, including any additional airline fees, hotel costs, meal costs and any lost income for the Team Chaperone if they are required to miss any additional days from their employment, associated with the Team Chaperone continuing to travel with the Participant in the event of an unforeseen change in the travel plans _____ **(initial here)**.

Release of Liability

7. In consideration of the Organizations allowing the Participant to participate in the Activities, the Parties agree to freely accept and fully assume all such known or unknown risks, dangers and hazards, and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Participant's participation in the Activities, travel to and from the Activities and any decisions or actions taken with respect to paragraph 10 below and they waive their ability to sue the Organizations.

Personal Information

8. The Parties understand that the Participant's name and address information, and the name and email address of the Parent/Guardian, will be used to correspond with the Parties regarding registration and to send information about current and future programs. The Organizations may also contact the Parties to conduct research in an effort to continually improve their programs. The Organizations may also maintain and publish records of sport results and confirm registration details with Provincial Sport Organizations and/or local sport clubs. The Parties' personal information will not be used for any other purpose without the Parties' consent. The Parties may withdraw consent to any further collection, use, or disclosure of information about the Parties at any time by giving reasonable notice by email to the Organizations.

Image Consent

9. The Parties grant permission to the Organizations to photograph and/or record the Participant's image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the Activities and/or the Organizations through the media of newsletters, websites, television, film, radio, print and/or display form. The Parties understand that they waive any claim to remuneration for use of audio/visual materials used for these purposes.

Medical Consent

10. The Parties give permission to the Organizations, including, in that event, the Participant's Team Chaperone, to make decisions concerning medical care and treatment, including administering both prescribed and over the counter medication, and where necessary to authorize such care and treatment in emergency situations unless a Parent or Guardian is personally present to make

those decisions themselves. The Parties understand that the Organizations will make every reasonable effort, in the circumstances, to contact the Parent/Guardian regarding the Participant's medical status in the event an emergency arises and prior to the administration of any medication. In the event that the Parent/Guardian cannot be reached in an emergency, the Parent/Guardian hereby gives permission to the licensed physician, dentist, athletic therapist, nurse, other medical professional, whose services might be required, to provide medical care and treatment. In the event that the Participant has any specific medical needs or issues such as, but not limited to, drug allergies, the Participant should bring information regarding those needs or issues with them and the Organizations should be made aware of those specific needs and/or issues prior to the commencement of the Activities.

Code of Conduct

11. The Parties agree to adhere to the *Code of Conduct* for participation in the Activities as described in Appendix A and our *Team Travel Expectations* as described in Appendix B to this agreement.

General

12. The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement

13. 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, executors, administrators and representatives.

Dated this ___ day of _____, 20___ at Regina, Saskatchewan.

Participant:

Parent/Guardian:

Witness:

Appendix A – Code of Conduct

All participants are expected to:

1. Abide by all rules and policies governing the tournaments, league, team camps, and all federal, provincial, and municipal laws.
2. Conduct themselves in a manner that will serve as an example to others.
Participants are ambassadors for their region and sport and should act with personal dignity, integrity and with the spirit of good sportsmanship and fair play at all times in and out of competition.
3. Be available to play all scheduled competition to the best of their ability, being gracious in victory and defeat.
4. Respect their opponents and the directions and decisions of coaches, managers and officials.
5. Arrange their own travel to and from all tournaments and camps unless team options are provided.
6. Stay in the team hotel and be properly chaperoned at all times by their parent/chaperone/coach/manager unless otherwise authorized and previously arranged by the Parties.
7. Abide by the team's curfew, rules, and respect all other residents of the hotel.
8. Be punctual for all Activities.

Appendix B – Team Travel Expectations

Team travel is overnight travel that occurs when Summit Volleyball Inc. arranges for travel so that the team can train or compete locally, regionally, nationally or internationally. Because of the greater distances, coaches, staff, volunteers and chaperones will often travel with the players.

When possible, Summit Volleyball Inc. will provide reasonable advance notice before team travel. Travel notice will also include designated team hotels for overnight stays as well as a contact person within Summit Volleyball for the team. This individual will be the point of contact to confirm your intention to travel and to help with travel details.

The coach or his/her designee will establish a curfew by when all players must be in their hotel rooms or in a supervised location. Regular monitoring and curfew checks will be made of each room by at least two properly background screened adults.

Meetings between coaches and players may not occur in hotel sleeping rooms and must be held in public settings or with additional adults present, with at least one of those adults being the same gender as the player.

Family members who wish to stay in the team hotel are permitted & encouraged to do so.

The team will make every effort to accommodate reasonable parental requests when a child is away from home without a parent. If any special arrangements are necessary for your child, please contact the team personnel who can either make or assist with making those arrangements.

Prior to any travel, coaches will endeavor to make players and parents aware of all expectations and rules. Coaches will also support chaperones and/or participate in the monitoring of the players for adherence to curfew restrictions and other travel rules.

If disciplinary action against a player is required while the player is traveling without his/her parents, then except where immediate action is necessary, parents will be notified before any action is taken, or immediately after. In the event that a player needs to be sent home for disciplinary reasons, the cost for this travel will be the responsibility of the parent/guardian.

Players are expected to remain with the team at all times during the trip. Players are not to leave the competition venue, the hotel, restaurant or any other place at which the team has gathered without the permission/knowledge of the coach or chaperone.

When visiting public places such as shopping malls, movie theatres, etc., players will stay in groups of no less than three persons.

Parents and players are required to have their own healthcare/travel insurance in place for all team travel. For international travel, players are required to have out-of-country health insurance/coverage in place. Players and parents are responsible for having these documents with them when travelling.