

Special Olympics New Brunswick

the “Organization”

PARTICIPATION WAIVER AND PROMOTIONAL MEDIA OPT IN OR OUT FORM

What this form is

This form is the agreement between you and Special Olympics needed when you participate in Special Olympics programs and activities as an athlete or volunteer. It contains:

1. Important terms to ensure the safety and well-being of all participants, and to protect Special Olympics.
2. The opportunity for you to opt in or out of allowing Special Olympics to use promotional media.

In this document, “Special Olympics” refers to Special Olympics Canada, to the provincial and territorial chapters of Special Olympics in Canada, to Special Olympics International, and to all the agents, employees, and volunteers of each of these organizations.

Please check the appropriate box:

☐ I _____ (*first name, last name*) am the age of majority in my province or territory. I am registering as a Special Olympics athlete and signing this waiver on my own behalf.

☐ I _____ (*first name, last name*) am the age of majority in my province or territory. I am registering as a Special Olympics volunteer and signing this waiver on my own behalf.

☐ I am the parent or legal guardian of _____ (*first name, last name*), an athlete/volunteer (*please circle the appropriate role*) who is under the age of majority or who is not capable of giving legal consent on their own. I am signing this waiver on behalf of the person named above.

What you need to do before you sign this form

Before you sign this form, please carefully read **all** of the following terms and conditions. If you have any questions about what any of the terms and conditions mean, please ask the staff at the registration desk (for in-person registration) or contact us at [infosonb@specialolympics.ca] (for online registration).

This form must be completed and signed by a person who has legal capacity to consent, or by the parent or guardian of a person under the age of majority or who otherwise does not have the capacity to provide legal consent on their own.

Special Olympics follows all public health guidelines relating to COVID-19. These guidelines have evolved during the course of the pandemic, and we expect them to continue to change. What this means is that all participants in Special Olympics events will be required to comply with all the rules relating to COVID-19 and that includes limitations as to who can participate in our events, how they can participate, possibly being tested for COVID-19 and it also means disclosure of certain health related information. In the future, it may mean that proof of vaccination may be mandatory.

Because public health guidelines can change very quickly, it may be that we cannot provide very much, if any advance notice of a change to our policies. While we will do our best to advise of any change to our policies, by signing this form, you are agreeing that you may not get very much, if any advance notice of a change of policy that may have an impact on your ability to participate in our events.

PART 1: HEALTH AND SAFETY

Terms and conditions for ALL athletes and volunteers

- (1) I understand that Special Olympics activities involve health and safety risks, and that Special Olympics, its coaches, volunteers, venues, staff, and agents cannot reasonably remove these risks. By signing this form, I agree to accept all risks associated with being present at or participating in Special Olympics activities. This includes possible exposure to COVID-19. I also state and understand that Special Olympics relies on my statement that the person named on this participation waiver is (1) physically and mentally fit to participate in all activities in which they are registered and (2) does not knowingly have any infectious disease including COVID-19.
- (2) I agree that the person named on this participation waiver is required to follow the Special Olympics Code of Conduct at all times. I also agree that Special Olympics has the ongoing right to revise the Code of Conduct, and that the athlete/volunteer is bound by the most up-to-date version of the Code. I also understand that the Code of Conduct applies everywhere that Special Olympics programs and activities are taking place, including where an athlete/volunteer is a spectator and when travelling to and from events.
- (3) Has the athlete/volunteer named on this participation waiver:
 - (a) ever been convicted of any criminal offence (including as a youth under the Youth Criminal Justice Act);
 No ☐ Yes ☐
 - (b) ever been convicted of any offence under the laws of another country that would be a criminal offence in Canada;*
 No ☐ Yes ☐

- (c) ever been charged with a criminal offence (unless those charges ended with acquittal or an absolute discharge)?*

No ☐ Yes ☐

[*IMPORTANT: If you answered yes to any of the statement, please contact SONB to discuss the individual situation after you sign this form. An individual's participation will depend on the specific terms of the case.]

- (4) I agree that I will inform Special Olympics right away if the athlete/volunteer named on this participation waiver is charged with any criminal offence, and that Special Olympics may request a criminal background check of the athlete/volunteer at any time. I also agree and that if the athlete/volunteer has a criminal record or pending criminal charges against them, Special Olympics may suspend or remove them from participation, whether or not the charges are in any way connected with Special Olympics.
- (5) I agree that Special Olympics may accept or not accept the registration of new athletes and volunteers for any reason. I also agree that Special Olympics may suspend or remove anyone registered in Special Olympics activities or programs for any reason. This includes any conduct that, in the opinion of Special Olympics, poses a risk to the comfort or safety of the person themselves or for others. I further agree that Special Olympics has the right to remove anyone (including parents and spectators) from Special Olympics venues for any of the following reasons:
- (a) In the opinion of Special Olympics, the person has breached the Code of Conduct.
 - (b) The health or safety of the person or other participants is at risk.
 - (c) The person has failed to follow the principles of fair play and respect for all athletes, coaches, and volunteers.
- (6) I authorize Special Olympics to arrange for medical and hospital treatment and to take any action advised by a licensed medical professional for the emergency care and treatment of the athlete/volunteer if the emergency contact person designated in the person's application is unable to provide consent in a timely manner.
- (7) By signing this Participation Waiver, either for myself as an athlete or volunteer, or as the legal guardian on behalf of an athlete or volunteer, I agree:
- (a) That I release Special Olympics from all legal liability associated with attending or participating in all Special Olympics activities to the maximum extent allowed by law. This release extends to the agents, staff, directors and officers, coaches, athletes, sponsors host, venues and other participants of Special Olympics (called the "Special Olympics Parties").

- (b) That this release is made for the person signing this form, the athlete or volunteer, and all their heirs, dependants, and estates (called the “Participant”).
 - (c) That I give up the right of the Participant to make any claim of any description against the Special Olympics Parties including any claim for damages of any kind associated with the athlete/volunteer participating in Special Olympics activities.
- (8) I confirm that I understand and accept full responsibility for the risks and dangers that are inherent in participating in Special Olympic events. These include, but are not limited to, the potential of the following:
- (a) Bodily injury or illness (including contracting COVID-19).
 - (b) Exposure to or infection with COVID-19 or other communicable illnesses by being close to or in contact with individuals, surfaces, equipment, fixtures, or other objects that may be infected.

I agree that I give up the right of the Participant, to the maximum extent permitted by law, to make any claim against the Special Olympics Parties relating to any illness or injury. I also agree that the Special Olympics Parties will have no liability relating to any illness or injury suffered by the Participant.

Additional terms and conditions for volunteers concerning privacy policy

- (9) I acknowledge that I, as a volunteer, may have access to the confidential personal information of others while carrying out volunteer duties. I agree to regularly review and stay up-to-date on the latest version of the Privacy Policy of Special Olympics available at [www.specialolympicsnb.ca], and will follow that policy at all times when handling personal information. I agree that breaching the Privacy Policy is grounds for my immediate removal as a volunteer.

PART 2: PROMOTIONAL MEDIA OPT IN OR OUT

What is promotional media?

Special Olympics creates promotional media, which includes getting photographs, videos, interviews, and images of program and event participants. Special Olympics shares these images and stories with the public to help the public learn more about the Special Olympics movement, to gain support from sponsors and others, and to help them grow the Special Olympics movement and to keep it thriving.

Do I have the option to opt in or out of promotional media?

Yes, participants have the option to decide whether they want to be included in promotional media or not.

If you choose to **opt in**, you are giving permission to Special Olympics to include you in promotional media as they see fit. This includes using your picture, words or voice (or those of the person for whom you are signing as parent or guardian).

If you choose to **opt out**, you (or the athlete or volunteer for whom you are signing as parent or guardian) may still participate in Special Olympics. Special Olympics promises to make every effort to ensure that you, or the athlete/volunteer for whom you are signing, are not included in promotional media. **NOTE:** Special Olympics may not be able to prevent other media and people from making and using images of athletes or volunteers at our events.

Please check the appropriate box and sign below.

☐ I **DO** allow Special Olympics to use my picture, words or voice in promotional media.

☐ I **DO NOT** want Special Olympics to use my picture, words or voice in promotional media.

I am the parent or legal guardian of _____ *(first name, last name)*.

☐ I **DO** allow Special Olympics to use their picture, words or voice in promotional media.

☐ I **DO NOT** want Special Olympics to use their picture, words or voice in promotional media.

PART 3: SIGNATURE

This is a legal document and by signing it you are giving up any right you have to make any claims against Special Olympics. You are also acknowledging that you will abide by all of the Organization's policies and procedures as posted on their website. If you are signing as a guardian for someone else, you are giving up that person's right to make any claims against Special Olympics. You are also acknowledging that the athlete/volunteer will abide by all of the Organization's policies and procedures. Please check the appropriate box and sign below.

☐ I am an athlete or volunteer. I confirm that I understand and agree to the terms and conditions in this Participation Waiver.

Date: _____

Name: _____

Signature: _____

☐ I am a parent or guardian providing consent on behalf of the athlete or volunteer named on this participation waiver. I confirm that I understand and have explained the terms and conditions in this

form to the athlete/volunteer and agree on their behalf to the conditions stated above. I also confirm that I have legal authority to sign this document on behalf of the person listed on this form. I understand that Special Olympics is relying on my statement to be true that I have the legal authority as guardian or parent, and I agree to provide the organization with any document to confirm this authority if they request it. I also agree to indemnify and protect the organization from any harm or cost if I have signed this Participation Waiver form without legal authority to do so.

Date: _____

Name: _____

Signature: _____