

NETBALL WAIVER

British Columbia Netball Association

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY**

To: BRITISH COLUMBIA NETBALL ASSOCIATION, MEMBER TEAMS, FACILITIES RENTED BY THE BRITISH COLUMBIA NETBALL ASSOCIATION FOR COMPETITONS OR EVENTS AND HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITSH COLUMBIA (there in collectively referred to as BC Netball)

Assumption of Risks.

I am aware that participation in the sport of Netball involves risks, dangers and hazards including but not limited to falling, tripping and collision with equipment and other persons, and the failure to act safely or within one's own ability or to stay within designated playing areas and **NEGLIGENCE ON THE PART OF BC NETBALL OR ITS PERSONEL. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF BC NETBALL OR ITS PERSONEL TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATION IN THE SPORT OF NETBALL.** I acknowledge that BC Netball is following the Provincial COVID 19 Response Plan and the BC Netball Return To Sport Plan but that this will not entirely eliminate the risks associated with the virus. I understand the COVID-19 risks include but are not limited to risk of contagion, and infection and the possible outcomes of infection may include bodily injury and death to myself and others that may come into contact with me.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS, including current risk of exposure to the Covid 19 virus, ASSOCIATED WITH PARTICIPATING IN NETBALL ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of BC netball accepting my registration as a member permitting me to participate in games, practices, and any other BC Netball sanctioned competitions and events I hereby agree as follows:

1. *TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against BC Netball and its directors, officers, employees, agents representatives, volunteers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES") and to RELEASE THE RELEASEES from any liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my participation DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE **OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE.***
2. *This agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.*
3. *This agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction: and*
4. *Any litigation involving the parties to this agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.*
 - o *In entering into this agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the activities other than what is set forth in this agreement.*
 - o *This agreement shall apply to all subsequent membership registrations*
5. **I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Name (Print clearly)

Date of Birth

Current Date

Postal Code

SIGNATURE _____

WITNESS _____