

# ICP SPORT MANAGEMENT CORP. [ICP]

## Registration Terms and Conditions

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*Please review the following Withdrawal Policy, Participant Permission/Liability Waiver, and COVID-19 Waiver before proceeding with registration.*

### 1. WITHDRAWAL POLICY

*[If there is a government mandated order issued **prior** to the season/program start date that prohibits ICP Sport Management from hosting programming, compensation **will** be issued. If there is a government mandated order issued **after** the season/program start date that prohibits ICP Sport Management from hosting programming, **no** compensation will be issued. All other reasons for withdrawals are subject to the current Withdrawal Policy:]*

All requests for player withdrawals must be sent in writing to [leagues@volleybarn.ca](mailto:leagues@volleybarn.ca)

DEFINITION: ICP Sport Management Corp programming includes, but not limited to, all leagues, developmental programs, and camps offered.

#### Request for ICP Sport Management Corp Program Withdrawal

1. No refunds will be issued after a confirmed player registration for any ICP programming.
2. All written requests of ICP program player withdrawals received **prior** to the season/program registration end date will be offered a **credit**, less a \$50 administration fee, that can be used towards future ICP programs.
3. There will be **no** credit offered to written requests of ICP program player withdrawals received **after** the season/program registration end date.

#### Medical Withdrawals

4. In the event a request of ICP program player withdrawal is made due to medical reasons (i.e. player injury, illness), that prohibited player participation for more than 50% of the program, an exception to the above policy will be made. All medical related withdrawals must be accompanied with a supporting doctor's note confirming the medical reasons. Compensation, prorated from the season/program start date, less a \$50 administration fee, will be given for medical withdrawals effective the day we are notified in writing of the medical withdrawal. The supporting doctor's note must be received by our office within 5 working days of the withdrawal notification in order for the withdrawal to be processed.

#### Absences

5. All ICP program registrations are to be paid in full. Registration cost will not be prorated to reflect player attendance or availability. Compensation **will not** be issued in the event of player absence.

#### Schedules

6. ICP Sport Management reserves the right to cancel ICP programs due to insufficient registration, if this occurs, a full refund will be issued to all registered participants.
7. ICP Sport Management reserves the right to change/delay/postpone dates, times, and/or locations of any ICP programming to meet the needs of the program and facility; compensation **will not** be issued in this regard.
8. Any ICP program changes, delays, or cancellation resulting from circumstances beyond our control **will not** result in any compensation being offered.

## 2. PARTICIPANT PERMISSION/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 ICP Sport Management Corp. 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. ICP Sport Management Corp., 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. ICP Sport Management Corp. 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

5. 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.
6. 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.

### **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**.

### **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.

## **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.

### 3. PARTICIPANT COVID-19 WAIVER

1. I acknowledge the contagious nature of COVID-19 and that the Government of Saskatchewan along with the Saskatchewan Health Authority still recommend practicing physical distancing. However, I understand that given the nature of sport, maintaining physical distancing will not always be possible.
2. I acknowledge that ICP Sport Management Corp will follow Public Health Orders concerning gathering restrictions and disinfecting/cleaning protocol. ICP Sport Management Corp will implement all safety and preventative measures as outlined by the Saskatchewan Government and Saskatchewan Health Authority to reduce the spread of COVID-19.
3. I further acknowledge that ICP Sport Management Corp cannot guarantee that I will not become infected with COVID-19. I understand my inherent risk of becoming exposed to and/or infected by COVID-19 may result from the participation of ICP Sport Management Corp programming.
4. I voluntarily seek programming offered by ICP Sport Management Corp and I acknowledge that they are increasing their risk to exposure of COVID-19. I understand that I assume all liability in the event I contract COVID-19 from participating in ICP Sport Management Corp programming.
5. In the event I displays COVID-19 symptoms at home or at ICP Sport Management Corp programming for the elapsed duration of the scheduled program, I understand that I will be instructed to refrain from participation and will follow the subsequent directions of the Sask Health Authority.
7. Prior to the first day and for the duration of ICP Sport Management Corp programming, I confirm that:
  - a. I am not experiencing any symptoms of COVID-19 as outlined by the Saskatchewan Health Authority (such as cough, shortness of breath, difficulty breathing, fever, loss of taste or smell).
  - b. I will monitor and report if I am experiencing any COVID-19 symptoms at home or at ICP programming for the duration of the scheduled program
  - c. I have not travelled internationally within the last 14 days
  - d. I have not frequented a COVID-19 high risk area in the Province in the last 14 days
  - e. I have not been knowingly been exposed to someone with a suspected and/or confirmed case of COVID-19.
  - f. I have not tested positive for COVID-19 nor awaiting results of a recent COVID-19 test.
  - g. I have been and will continue to practice handwashing and follow guidelines set out by the Saskatchewan Health Authority to reduce the spread of COVID-19.
8. I understand I hereby release ICP Sport Management Corp from all claims, demands, damages, costs, expenses, and compensation resulting from illness or death related to COVID-19. I am giving up all legal rights to any and all future claims against ICP Sport Management Corp.

By signing below, I acknowledge I have read, understood, and agree to all the terms and conditions upon registration and is required for participation.

FULL NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_