

Releases, Waivers and Concussion Information

NOTE – Names, information, or signatures are required on every page except concussion pages.

Please review carefully, fill in and sign all documents and provide to the Mavericks upon registration.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR ADULT AND MINOR PARTICIPANTS)

WARNING

**By signing this document, you will waive certain legal rights, including the right to sue.
Please read carefully.**

As a participant in the programs, activities, events and competitions of Water Polo Canada (hereinafter “WPC” or the “Association”), I, the undersigned _____ (name of participant) OR _____ (name of parent or legal guardian of a minor participant), as _____ (father, mother or legal guardian) of _____ (name of minor participant), hereby acknowledge and commit to the following terms and provisions.

1. “Association” means Water Polo Canada, its member provincial water polo associations and their clubs.
2. This is a binding legal agreement. As a participant or parent or legal guardian of a minor participant in the sport of water polo and the programs, activities and events of the Association and Organization, the undersigned acknowledges and agrees to the following terms.
3. The following terms apply to the minor participant or the undersigned, as applicable.

Disclaimer

4. The Association and their respective 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 me or my child 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

5. I am or my child is participating voluntarily in the sport of water polo and the activities, events and programs of the Organization. In consideration of my or my child’s participation in the sport of water polo 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 water polo 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. Exertion and stretching of various muscle groups, strenuous cardiovascular workouts;
 - b. Vigorous physical exertion, physical contact in deep water;
 - c. Fall to the ground or floor due to uneven, slippery or irregular surfaces;
 - d. Contact, collision or strike by the water polo ball or equipment, other individuals and any other similar pool-side aquatic equipment
 - e. Failure to play within one’s abilities and within designated areas;
 - f. Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - g. Extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes;
 - h. Spinal cord injuries which may render me or my child permanently paralyzed; or
 - i. Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization’s activities.
6. Furthermore, I am aware:
 - a. That injuries sustained can be severe;
 - b. That I or my child may experience anxiety while challenging oneself during the activities, events and programs;
 - c. That my or my child’s risk of injury is reduced if I or my child follow all rules established for participation; and

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- d. That my or my child's risk of injury increases with fatigue.

Release of Liability

7. In consideration of the Organization allowing me to participate, I agree:

- a. That I have not been advised by a medical doctor that my or my child's physical condition prevents or restricts me or my child from participating in the activities, events and programs;
- b. To assume all risks arising out of, associated with or related to my or my child's 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 or my child's participation in the sport of water polo 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 or my child's 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.

Medical treatments

In case of injury or illness, I hereby authorize the Organization to obtain all necessary medical treatments for my medical situation or my child's, including transportation by ambulance or by other means to an hospital.

Acknowledgement

By signing this document, I agree to be bound by this Legal Agreement, and this Agreement is binding upon myself, my heirs, executors, administrators and representatives even if I have not read the Agreement.

Name of the participant: _____ Date of birth: _____

Name of parent or legal guardian (Print): _____ Date: _____

Signature of parent or legal guardian: _____

Signature of the participant: _____



Concussion Code of Conduct for Athletes

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.
- My commitment 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 an 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.)



Concussion Code of Conduct for Athletes

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* (I will have to follow my sport organization'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.

Resources:

OWP Concussion Policy

<http://www.ontariowaterpolo.ca/admin/files/2016%20Policies/OWP%20Concussion%20Policy.pdf>

OWP Concussion Return to Play

<http://www.ontariowaterpolo.ca/admin/files/2016%20Policies/Appendix%20B%20%20ReturnToPlayProtocolWaterPoloENG.pdf>

Rowan's Law Concussion Awareness Resources

<https://www.ontario.ca/page/rowans-law-concussion-awareness-resources>

Rowan's Law Concussion Safety

<https://www.ontario.ca/page/rowans-law-concussion-safety>

Rowan's Law Legislation

<https://www.ontario.ca/laws/statute/18r01>

Rowan's Law Regulation

<https://www.ontario.ca/laws/regulation/r19161>

If your sport organization has adopted policies regarding (a) zero-tolerance (b) mandatory disqualification for illegal play that is considered high risk for causing concussions and (c) escalating consequences for violation of the Concussion Code of Conduct, please read and commit to the following section. If the following section does not apply to your sport organization, please disregard.

I will help prevent concussions, through my:

- Commitment to zero-tolerance for prohibited play that is considered high risk for causing concussions*
- Acknowledgement of mandatory expulsion from competition for violating zero-tolerance for prohibited play that is considered high risk for causing concussions (Meaning: I will be disqualified/expelled from play if I violate the zero-tolerance policy). *
- Acknowledgement of the escalating consequences for those who repeatedly violate the Concussion Code of Conduct. *



Registration Policies

Water Polo Canada

Registrants are required to review the Water Polo Canada's Privacy Policy prior to registration.

<http://www.waterpolo.ca/admin/docs/WPC%20Policies/Water%20Polo%20Canada%20Privacy%20Policy%20June%202012.pdf>

By checking this box you and/or your child/ward agree to be bound by the following policies and conditions:

- the above Privacy Policy
- Water Polo Canada Code of Conduct
- National Registration Policy
- Event Sanction Policy
- Photo/Video Release Form – If you would not like Water Polo Canada to reproduce, use, alter, exhibit, display, broadcast, distribute and create derivative works of photograph or filmed images of yourself, please email communications@waterpolo.ca
- additional Water Polo Canada policies

Ontario Water Polo

- Ontario Water Polo Code of Conduct
- <http://www.ontariowaterpolo.ca/admin/files/2016%20Policies/Code%20of%20Conduct%20and%20Ethics.pdf>

Refund Policy

Membership fees are non-refundable.
Club program fees are subject to club refund policy.

These policies and conditions are binding upon yourself, your child/ward, your heirs, executors, administrators and representatives even if you have not read them.

By signing here, I acknowledge that I have fully reviewed and commit to the Concussion Code of Conduct.

I agree to the terms above

Name _____

Signature _____

Signature of Parent/Guardian if athlete is 18 years of age or younger:

Date _____



Mavericks Water Polo Club Release of Liability & Waiver of Claims

As a member club governed by Water Polo Canada (WPC), The Mavericks Water Polo Club, and each of our members, is required to pay annual fees to our national sport organization. These fees are collected with club fees in September of each year and cover the various activities of WPC including supporting national team programs, administration costs and much more. One role WPC plays is to research, negotiate and supply appropriate insurance coverage for players, coaches, referees, member clubs, boards of directors and volunteers. We (the Mavericks) do our best to review and question the insurance product provided by WPC but have no control over the final solution that is offered. We count on WPC to provide the best value product to protect our membership should any unfortunate circumstance occur throughout the season, in practice, at tournaments or in any covered travel to sanctioned events. When you register each year, you are required to agree to a WPC waiver. We encourage you to read this carefully to understand your coverage and your liability.

Please sign:

I understand that The Mavericks Water Polo Club, its Coaches and Directors are not responsible or liable for losses or damages as result of participation in club activities including, but not limited to, training, competition and travel.

If Under 18:

Player's Name _____

Parent's Name _____

Parent's Signature _____

Over 18:

Player's Name _____

Signature _____



Mavericks Water Polo Club Photo Release

Please Read Carefully

I hereby grant to The Mavericks Water Polo Club the right to reproduce, use, exhibit, display, broadcast, distribute, and create derivative works of photographic and/or video images of me, taken for use in connection with the activities of the Club or for promoting or publicizing, club activities

This grant includes, without limitation, and without reimbursement, the right to publish such images in the Club website, social feeds, or promotional materials, brochures, etc.

Please initial one:

____ I grant permission

____ I do not grant permission

Please fill in and sign:

If Under 18:

Player's Name _____

Parent's Name _____

Parent's Signature _____

Over 18:

Player's Name _____

Signature _____