



## SPECIAL OLYMPICS NOVA SCOTIA

the “Organization”

### **PARTICIPATION WAIVER AND PROMOTIONAL MEDIA OPT-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 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_, a person 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, coach and/or volunteer (for in-person 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.

## 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. I also state and understand that Special Olympics relies on my statement that the person named on this participation waiver is physically and mentally fit to participate in all activities in which they are registered.
  - (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) I confirm that the athlete/volunteer named on this participation waiver:
    - (a) has not been convicted of any criminal offence (including as a youth under the Youth Criminal Justice Act) or any offence under the laws of another country that would be a criminal offence in Canada.\*
    - (b) has never been charged with a criminal offence (unless those charges ended with acquittal or an absolute discharge).\*
- [\*IMPORTANT: If the statement above is not true, please do not sign this form. Instead please contact [contact individual] to discuss the individual situation. Applications from individuals with non-violent criminal records or unresolved charges involving non-violent criminal actions **may** be considered at the discretion of Special Olympics. 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 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 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 [<https://www.specialolympics.ca/privacy-policy>], 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-OUT**

### **What is promotional media?**

Promotional media includes photographs, videos, interviews, and images that Special Olympics solicits during their events and activities. 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.

### **What does it mean to opt out?**

By participating in Special Olympics events, you are giving permission to Special Olympics to use promotional media that includes your picture or voice (or the athlete/volunteer's picture or voice if you are signing this form as a parent or guardian).

**If you do not wish Special Olympics to use promotional media, you may opt out** by checking the box below and signing the form at the end. If you opt out, you (or the athlete or volunteer for whom you are signing as parent or guardian) may still participate in Special Olympics.

**NOTE:** Special Olympics promises to make every effort to ensure you (or the athlete/volunteer if you are signing this form as a parent or guardian) are not included in promotional media. Special Olympics may not be able to prevent other media and people from making and using images of athletes or volunteers at our events.

**Only those who wish to opt out of promotional media need to check the appropriate box:**

I am the age of majority in my province or territory and am registering as a Special Olympics athlete or volunteer. I opt out of giving Special Olympics permission to use promotional media that uses my picture or voice.

I am the parent or legal guardian of the athlete or volunteer listed on this Participation Waiver and Opt-Out Form. I opt out of giving Special Olympics permission to use promotional media that uses my picture or voice.

**This is a legal document and by signing it you are giving up any right you have to make any claims against Special Olympics. 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.**

**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 and Promotional Media Opt-out form.

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 and Promotional Media Opt-out form without legal authority to do so.

Date: \_\_\_\_\_ Name \_\_\_\_\_

Signature \_\_\_\_\_