

MSABC WAIVERS

1. CODE OF CONDUCT

I hereby acknowledge that I have read, understood, and agree to comply with the MSABC Code of Conduct and all other MSABC policies, as amended from time to time (collectively, the “Policies”). I further understand and agree that violating the Policies may result in disciplinary action and suspension or revocation of my registration and privileges with MSABC.

2. MEDIA RELEASE WAIVER

As part of its swimming activities, MSABC and its Clubs often publish photographs, videos, and interviews of MSABC athletes in their respective promotional materials and on their respective websites. In addition, MSABC and its Clubs often receive requests from local and provincial media sources for basic personal information about MSABC athletes for inclusion in publications. As such activities generally involve the disclosure of MSABC athletes’ personal information, MSABC and the Club hereby request your consent to the following activities

1. The taking of photographs, videos or interviews of MSABC athletes to be published in print, electronically or otherwise by the MSABC or the Club in their promotional materials (including but not limited to brochures, bulletins, programs, flyers, etc.), on their respective websites and in provincial and local media sources (newspapers, websites, etc.); and
2. The disclosure to provincial and local media sources of MSABC athletes' first and last names, gender, age, hometown, enrollment in swimming activities, swimming results and swimming achievements to be published alongside or independently of the photographs, videos or interviews of MSABC athletes discussed above (collectively, the “Activities”).

While MSABC and the Club are seeking consent and release in relation to the above Activities, consent is not required for publicly available information, such as information, photos, and videos collected by observation at a public sporting event. Neither MSABC nor the Club may restrict such activity at public events.

I have read the above and CONSENT to MSABC and the Club collecting and using the personal information of the athlete named below for the Activities; and RELEASE MSABC, the Club, their respective directors, officers, employees or their agents from any and all liabilities arising from or in any way connected to the Activities.

3. LIABILITY WAIVER

Please read this document carefully.

You must confirm your acknowledgment and acceptance of this Assumption of Risks Form before participating in any Activity sanctioned or organized by MSABC or MSABC’s registered Swimming Clubs

Introduction

As a participant in the Activities organized, recognized, or sanctioned by MSABC or a registered Swimming Club, you hereby acknowledge and agree to the following terms and conditions respecting your participation in any Activity (as defined below):

Definitions

“Activity” or “Activities” means any in-person or virtual activities such as events, training camps, programs, competitions, physical training performed or conducted in Water or outside Water, recognized, organized or sanctioned by MSABC or MSABC’s Swimming Clubs.

“Agreement” means this Acknowledgement and Assumption of Risk.

“Injury or Health-related problem” means any injury, health-related issue or illness including mental health issues diagnosed by a medical practitioner.

“Members” means the Class A and Class D members listed in Article 2.2(g) of MSABC’s bylaws.

“Swimming Club” means the Class B and Class C members listed in Article 2.2(g) of MSABC’s bylaws.

“Organization” means collectively, MSABC, MSABC’s Swimming Clubs, and their respective coaches, directors, officers, committee members, members, employees, volunteers, participants, agents and representatives.

“Registrant” means a participant and all individuals or entities of MSABC, including those individuals and associations, incorporated or unincorporated, as described in MSABC’s registration policy, procedures and rules manual who have met the requirements of registration and the registration has been completely processed and registrants or registered participants of MSABC or a registered Swimming Club.

“Water” means any outdoor or indoor pools, artificial or natural water basins used for swimming.

Description of Risks

As a participant in the sport of swimming and the Activities of the Organization, you agree that you are participating voluntarily in the sport of swimming and the Activities of the Organization, and acknowledge that you are aware of and hereby accept the risks, dangers and hazards inherent in and associated with or related to the sport of swimming and any Activities of the Organization, including any Injury or Health-related problem, which can be severe and even fatal.

In particular, these risks, dangers and hazards may include, but are not limited to, an Injury or Health-related problem resulting from:

Exertion and stretching of various muscle groups or strenuous cardiovascular activity in or out of Water;

Vigorous physical exertion or physical contact in or out of Water;

Slips or falls due to uneven, slippery or irregular surfaces, including on the pool deck, in dressing rooms or other facilities or rooms at an aquatic venue and at any physical facilities in and around open Water venues;

Failure to properly use any piece of swimming-related equipment or the mechanical failure of any piece of equipment;

Concussions or aggravated related symptoms;

Spinal cord injuries which may result in permanent paralysis;

Travel to and from training or competitive events and associated non-competitive events which are an integral part of the Organization’s Activities;

Infectious sources such as COVID-19, as defined by the relevant municipal, provincial or federal health authorities;

Extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes; and

Unforeseen events.

Furthermore, you are aware and acknowledge that:

an Injury or Health-related Problem sustained can be severe and even fatal;

I may experience anxiety during an Activity of the Organization;

the risk of Injury or Health-related Problem is reduced if the rules established for participation are followed; and

the risk of Injury or Health-related Problem increases with fatigue.

You further confirm that you have not been advised by a medical doctor that your physical condition prevents your safe participation in the Organization’s Activities.

Medical Assistance

In case of an Injury or Health-related Problem, you authorize the Organization to obtain all necessary on-site medical assistance for the medical situation, including transportation by ambulance or by other means to a hospital.

Acknowledgement

You hereby confirm that you have read and fully understood this Agreement, and further understand that it is binding upon you, your heirs, executors, administrators, and representatives.

PERSONAL INFORMATION CONSENT

Please read carefully; by completing your online registration, you are consenting to this agreement.

The Province of BC Personal Information Protection Act (PIPA) and the Federal Personal Information Protection & Electronic Documents Act (PIPEDA) require that consent be obtained prior to the collection and use of all personal information.

The personal information you provide to the Club from this registration will be used for the purposes reasonably associated with the swimming activities conducted by the Club or MSABC. These purposes include event registration, insurance coverage, training and competition participation, competition results and ranking and:

Ensuring swimmers train and compete in an age-appropriate environment;

Establishing athlete eligibility for selection to swim teams;

Establishing pertinent medical records and baseline performance data to assist coaching decisions in a team competitive or training setting;

Reporting non-identifying, demographic and participation statistics to funders, sponsors and other authorized third parties;

Reporting and publishing athletes' names, genders, ages, club affiliations on MSABC web pages or in results, news releases and ranking reports; and

Making direct contact with registrants, volunteers and staff as necessary for the operation of the Club, and MSABC

Image Release

You authorize the Organization to photograph and/or record your image and/or voice and to use this material to promote the Organization through the media of newsletters, websites, television, film, radio, print and/or display form. You further consent that the materials and copyright will remain the sole property of the Organization.

Additional Information

We may collect additional personal information from time to time. Consent for the use of this personal information may be inferred where its uses are obvious, and it has been voluntarily provided. When not obvious, the purposes for collection will be provided prior to, or at the time of collection; either orally or in writing. Complete texts of the Privacy/ Personal Information Policies (variously the "Policy" or "Policies") may be found at www.msabc.ca

Should a registrant wish to review their personal information and images held by the Club or MSABC, they must make a request to the appropriate organization pursuant to that organization's Policy. Registrants may withdraw consent to use their personal information pursuant to the Policies. However, such a withdrawal may require cancellation of your registration and suspension of your activities with the Club and MSABC.

All registrants must consent to this form each season.

I hereby consent to the collection and use of personal information as described above.

For participant or registrant:

Name: _____

Signature: _____

Signed in (City): _____

Date: _____