

# Release of Liability, Waiver of Claims and Indemnity

*(To be executed by Individuals over the Age of Majority)*

**WARNING! By signing this document you will waive certain legal rights. Please read carefully**

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As an Individual member in the sport of volleyball and/or the events, programs, competitions, travel, and activities organized, operated or conducted and/or sanctioned by Volleyball Alberta (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms:

## Disclaimer

2. Volleyball Alberta, member clubs, and all the respective, directors, officers, committee members, members, employees, coaches, volunteers, referees, participants, agents, sponsors, and representatives, and owners/operators of the event facilities (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 the Individual during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

*I have read and agree to be bound by paragraphs 1 and 2*

## Description and Acknowledgement of Risks

3. I understand and acknowledge that
  - a) 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; and
  - b) The Organization has a difficult task to ensure safety but it is not infallible. The Organization may be unaware of my fitness or abilities, may give incomplete warnings or instructions, and the equipment being used might malfunction.
4. In consideration of my involvement with the Activities, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
  - a) The sport of volleyball;
  - b) Executing strenuous and demanding physical techniques;
  - c) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - d) Physical contact with other Individuals, participants, spectators, equipment and hazards;
  - e) Contact with, colliding with, or being struck by the volleyball, net, poles, benches, equipment, or other Individuals, participants, or spectators
  - f) Spinal cord injuries which may render me permanently paralyzed;
  - g) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
  - h) Abrasions, sprains, strains, fractures, or dislocations;
  - i) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
  - j) Failure to act safely or within my own ability or within designated areas;
  - k) Negligence of other persons, including other Individuals, spectators, participants, or employees;
  - l) Travel to and from the event which is an integral part of the Organization's Activities; and
  - m) Negligence on the part of the Organization, including failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my involvement in the Activities.

*I have read and agree to be bound by paragraphs 3 and 4*

**Terms**

5. In consideration of my involvement in the Activities, I agree:
- a) That my mental and physical condition is appropriate and I assume all risks related to my mental or physical condition;
  - b) To comply with the rules of the facility and equipment;
  - c) That if I observe an unusual significant hazard or risk, I will remove myself from the area and bring such to the attention of an Organization representative immediately;
  - d) That the Organization may not provide full health, accident, disability, hospitalization, personal property or other insurance for me and I affirm that I have ascertained appropriate insurance to protect myself; and
  - e) The risks associated with the Activities are increased when I am impaired and I agree not to become involved if impaired in any way.

**Release of Liability and Disclaimer**

6. In consideration of my involvement in the Activities, I agree:
- a) That the sole responsibility for my safety remains with me;
  - b) To ASSUME all risks arising out of, associated with or related to my involvement;
  - c) That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to be involved in the Activities;
  - d) To WAIVE any and all claims that I may have now or in the future against the Organization;
  - e) 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 involvement in the activities, events and programs of the Organization; and
  - f) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my involvement in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
  - g) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
  - h) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Alberta and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**Jurisdiction**

7. I agree that in the event that I file a lawsuit against the Organization, I agree to do so solely in the province of Alberta, Canada and further agree that the substantive law of Alberta will apply without regard to conflict of law rules. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

*I have read and agree to be bound by paragraphs 5-7*

**Acknowledgement**

8. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released them herein.

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Name of Individual (print)

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Signature of Individual

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Date

## Volleyball Alberta Policy Acknowledgement Form

As an individual affiliated with Volleyball Alberta for the 2018-2019 Season (September 1, 2018 – August 31, 2019), I agree to adhere to and abide by Volleyball Alberta’s policies and procedures, which include:

- |  |  |  |
|--|--|--|
| <a href="#">Code of Conduct and Ethics</a>       | <a href="#">Refund and Cancellation Policy</a> | <a href="#">Social Media Guidelines</a>      |
| <a href="#">Discipline and Complaints Policy</a> | <a href="#">Screening Policy</a>               | <a href="#">Appeal Policy</a>                |
| <a href="#">Scouting and Recruiting Policy</a>   | <a href="#">Concussion Policy and Protocol</a> | <a href="#">Transgender Inclusion Policy</a> |
| <a href="#">Privacy Policy</a>                   | <a href="#">Use of Personal Information</a>    |  |

I have the following role(s) with Volleyball Alberta (circle as many as apply):

Coach      Director / Volunteer      Athlete      Committee Member

I also recognize that I must adhere to additional standards particular to my role(s), which are described in the [Code of Conduct and Ethics](#).

_____	_____	_____
Name of Individual	Signature	Date
_____	_____	_____
Parent/Guardian Name <small>(If Individual is 17 or under)</small>	Parent/Guardian Signature	Date

### Parent’s/Guardians of Athlete’s who are younger than 18:

Parents/Guardians must agree on behalf of their minor as well as accept the policies on their own behalf in their role as a parent/guardian.

As a parent/guardian affiliated with Volleyball Alberta for the 2018-2019 Season (September 1, 2018 – August 31, 2019), I agree to adhere to and abide by Volleyball Alberta’s policies and procedures listed above. I also recognize that I must adhere to additional standards particular to my role(s), which are described in the [Code of Conduct and Ethics](#).

_____	_____	_____
Parent/Guardian #1 Name	Parent/Guardian #1 Signature	Date
_____	_____	_____
Parent/Guardian Name	Parent/Guardian #2 Signature	Date

## Pre-Season Concussion Education Sheet

**WHAT IS A CONCUSSION?** A concussion is a brain injury that can't be seen on x-rays, CT or MRI scans. It affects the way an athlete thinks and can cause a variety of symptoms.

**WHAT CAUSES A CONCUSSION?** Any blow to the head, face or neck, or somewhere else on the body that causes a sudden jarring of the head may cause a concussion. Examples include getting body-checked in hockey or hitting one's head on the floor in gym class.

**WHEN SHOULD I SUSPECT A CONCUSSION?** A concussion should be suspected in any athlete who sustains a significant impact to the head, face, neck, or body and reports ANY symptoms or demonstrates ANY visual signs of a concussion. A concussion should also be suspected if an athlete reports ANY concussion symptoms to one of their peers, parents, teachers, or coaches or if anyone witnesses an athlete exhibiting ANY of the visual signs of concussion. Some athletes will develop symptoms immediately while others will develop delayed symptoms (beginning 24-48 hours after the injury).

**WHAT ARE THE SYMPTOMS OF A CONCUSSION?** A person does not need to be knocked out (lose consciousness) to have had a concussion. Common symptoms include:

▸ Headaches or head pressure	▸ Feeling slowed down	▸ Difficulty reading
▸ Dizziness	▸ Easily upset or angered	▸ Difficulty learning new information
▸ Nausea and vomiting	▸ Sadness	▸ Not thinking clearly
▸ Blurred or fuzzy vision	▸ Nervousness or anxiety	▸ Difficulty working on a computer
▸ Sensitivity to light or sound	▸ Feeling more emotional	▸ Having a hard time falling asleep
▸ Balance problems	▸ Sleeping more or sleeping less	▸ Feeling tired or having no energy

**WHAT ARE THE VISUAL SIGNS OF A CONCUSSION?** Visual signs of a concussion may include:

▸ Lying motionless on the playing surface	▸ Blank or vacant stare
▸ Slow to get up after a direct or indirect hit to the head	▸ Clutching head
▸ Balance, gait difficulties, motor incoordination, stumbling, slow labored movements	▸ Facial injury after head trauma
▸ Disorientation or confusion or inability to respond appropriately to questions	

**WHAT SHOULD I DO IF I SUSPECT A CONCUSSION?** If any athlete is suspected of sustaining a concussion during sports they should be immediately removed from play. Any athlete who is suspected of having sustained a concussion during sports must not be allowed to return to the same game or practice. **It is important that ALL athletes with a suspected concussion undergo medical assessment by a medical doctor or nurse practitioner, as soon as possible. It is also important that ALL athletes with a suspected concussion receive written medical clearance from a medical doctor or nurse practitioner before returning to sport activities.**

**WHEN CAN THE ATHLETE RETURN TO SCHOOL AND SPORTS?** It is important that all athletes diagnosed with a concussion follow a step-wise return to school and sports-related activities that includes the following Return-to-School and Return-to-Sport Strategies. It is important that youth and adult student-athletes return to full-time school activities before progressing to stage 5 and 6 of the Return-to-Sport Strategy.

### Return-to-School Strategy<sup>1</sup>

Stage	Aim	Activity	Goal of each step
1	Daily activities at home that do not give the student-athlete symptoms	Typical activities during the day as long as they do not increase symptoms (i.e. reading, texting, screen time). Start at 5-15 minutes at a time and gradually build up.	Gradual return to typical activities
2	School activities	Homework, reading or other cognitive activities outside of the classroom.	Increase tolerance to cognitive work
3	Return to school part-time	Gradual introduction of schoolwork. May need to start with a partial school day or with increased breaks during the day.	Increase academic activities
4	Return to school full-time	Gradually progress	Return to full academic activities and catch up on missed school work

### Volleyball-Specific Return-to-Sport Strategy<sup>1</sup>

Stage	Aim	Activity	Goal of each step
1	Symptom-limiting activity	Daily activities that do not provoke symptoms	Gradual re-introduction of work/school activities
2	Light aerobic activity	Walking or stationary cycling at slow to medium pace. No resistance training	Increase heart rate
3	Sport-specific exercise	Running drills. No head impact activities	Add movement
4	Non-contact training drills	Harder training drills, i.e. attacking drills. May start progressive resistance training	Exercise, coordination and increased thinking
5	Full contact practice	Following medical clearance and complete return to school.	Restore confidence and assess functional skills by coaching staff
6	Return to sport	Normal game play	

<sup>1</sup> Source: McCrory et al. (2017). Consensus statement on concussion in sport – the 5th international conference on concussion in sport held in Berlin, October 2016. British Journal of Sports Medicine, 51(11), 838-847. <http://dx.doi.org/10.1136/bjsports-2017>

**HOW LONG WILL IT TAKE FOR THE ATHLETE TO RECOVER?** Most athletes who sustain a concussion will make a complete recovery within 1-2 weeks while most youth athletes will recover within 1-4 weeks. Approximately 15-30% of patients will experience persistent symptoms (>2 weeks for adults; >4 weeks for youth) that may require additional medical assessment and management.

**HOW CAN I HELP PREVENT CONCUSSIONS AND THEIR CONSEQUENCES?** Concussion prevention, recognition and management require athletes to follow the rules and regulations of their sport, respect their opponents, avoid head contact, and report suspected concussions. **To learn more about concussions**, please visit: [www.parachutecanada.org/concussion](http://www.parachutecanada.org/concussion)

The following signatures certify that the athlete and his/her parent or legal guardian have reviewed the above information related to concussion.

\_\_\_\_\_  
Printed name of Individual

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of parent (If Individual is 17 or under)

\_\_\_\_\_  
Signature of parent

\_\_\_\_\_  
Date