

## **PARTICIPATION WAIVER**

By selecting YES to “I Agree”, I/we, the athlete and/or parent/guardian of the athlete if the athlete or volunteer is a minor child or person lacking the capacity to provide legal consent, hereby request permission for the “Athlete” or “Volunteer” listed in this application to take part in Special Olympics 1 sports activities.

In consideration of the acceptance of this application by Special Olympics for an Athlete:

(1) I/we understand that Athlete’s participation in a sports activity sanctioned by Special Olympics could lead to injury or impairment to the Athlete, and that it is not possible by reasonable diligence for Special Olympics, its event sponsors, host venues, volunteers, coaches, and/or agents to remove all risks of harm to the Athlete in the course of participation. I/we voluntarily accept the risk of harm to the Athlete from participation in Special Olympics activities in submitting this application and represent and warrant to Special Olympics that the Athlete is physically and mentally fit to participate

(2) I/we accept that a criminal record or pending criminal charges are a valid ground for excluding an Athlete from participating in Special Olympics activities. Accordingly, I/we:

(a) confirm that the Athlete has not been convicted of any criminal offence (including as a youth under the Youth Criminal Justice Act) nor of any offence under the laws of any foreign jurisdiction which would constitute a criminal offence under the Criminal Code (Canada);

(b) confirm that there are no pending criminal charges against the Athlete (including charges laid against the Athlete as a youth offender under the Youth Criminal Justice Act) nor charges in a any foreign jurisdiction which would constitute a criminal offence under the Criminal Code (Canada);

(c) authorize Special Olympics to require and/or carry out such criminal background checks as in its discretion it deems appropriate to confirm the Athlete’s fitness to participate; and

(d) undertake to advise Special Olympics immediately if the Athlete is charged with a criminal offence or with any offence under the laws of any foreign jurisdiction which would constitute a criminal offence under the Criminal Code (Canada)

(3) I/we agree on behalf of myself and the Athlete that I/we agree to be governed by the Special Olympics Code of Conduct at all times during the participation by the Athlete in Special Olympics activities and whenever I and/or the Athlete are present in any host facility where Special Olympics activities are taking place. This Code of Conduct applies to and binds both Athletes and their parents/guardians at all times and venues where Special Olympics activities are taking place. Both participants and spectators must adhere to these rules at all times.

(4) I/we agree on behalf of myself and the Athlete that Special Olympics has the right and authority to revise and update the Special Olympics Code of Conduct and policies governing the participation of the Athlete in Special Olympics activities, and that it is my responsibility to review the Code of Conduct from time to time at [hyperlink] to remain informed of the expectations of me and of the Athlete.

(5) On behalf of myself and the Athlete, I accept the authority of Special Olympics, at its absolute discretion, to remove Athlete from participation and to exclude the Athlete and/or myself from Special Olympics venues for any breach of the Code of Conduct and/or where continued participation which impairs the safety of the Athlete or other participants and/or compromises the principles of fair play and respect for all athletes, coaches and volunteers.

(6) In the event that consent to emergency medical treatment cannot be obtained in a timely manner from myself, the Athlete, and/or from the emergency contact person designated in my application, I hereby by authorize Special Olympics, by its senior representative immediately available at the location of the emergency, to take such measures and arrange for such medical and hospital treatment as is deemed advisable by a licensed physician, for the emergency care and treatment of the Athlete.

(7) On behalf of myself and the Athlete and of our respective heirs, dependents, and estate(s) (“Releasors”), and to the maximum degree permitted by law, I release and discharge Special Olympics, its agents, staff, directors and officers, volunteers, coaches, sponsors, host venues, and fellow participants (“Releasees”) from all legal liability associated with Athlete’s participation and hereby waive the right of the Releasors to submit an action, suit, or claim for damages of any kind, in any forum, against the Releasees for any injury, damage or impairment of any kind suffered by any Releasor associated with Athlete’s participation in activities sanctioned by Special Olympics.

By selecting YES to “I Agree”, I/we, the volunteer and/or the parent/guardian of a volunteer under the age of majority hereby submit my application for “Volunteer” to participate on an unpaid, voluntary basis in activities of Special Olympics2.

In consideration of the acceptance of this application by Special Olympics for a Volunteer (includes coaches, supervisors, or anyone participating in Special Olympics activities other than in a paid capacity or as an Athlete):

(1) I/we understand that Volunteer's participation in activities sanctioned by Special Olympics could lead to injury or impairment to the Volunteer, and that it is not possible by reasonable diligence for Special Olympics, its event sponsors, host venues, other volunteers, coaches, and/or agents to remove all risks of harm to the Volunteer in the course of participation. I/we voluntarily accept the risk of harm to the Volunteer from participation in Special Olympics activities in submitting this application.

(2) I/we agree on behalf of myself and the Volunteer that I/we have received and agree to be governed by the Special Olympics Code of Conduct at all times during the participation by the Volunteer in Special Olympics activities and whenever I and/or the Volunteer are present in any host facility where Special Olympics activities are taking place. If accepted as a volunteer, the Volunteer pledges to discharge his/her volunteer responsibilities diligently, respectfully, and to the best of her/his ability, and to participate in the training provided by Special Olympics.

(3) I/we agree on behalf of myself and the Volunteer that Special Olympics has the right and authority to revise and update the Special Olympics Code of Conduct and that it is my and the Volunteer's responsibility to review the Code of Conduct from time to time at [\[hyperlink\]](#) to remain informed of the core expectations of me and of the Volunteer.

(4) On behalf of myself and the Volunteer, I/we accept the authority of Special Olympics, at its absolute discretion, to determine volunteer placements and to exclude the Volunteer from Special Olympics activities or venues for any breach of the Code of Conduct, dereliction of duty, and/or conduct which impairs the safety and enjoyment of athletes, coaches and/or other volunteers.

(5) On behalf of myself and the Volunteer, I acknowledge that volunteering with Special Olympics may entail working with particularly vulnerable young people and/or that the Volunteer may be provided access to the confidential personal information of others in the course of his/her duties with Special Olympics. In submitting this application and in acknowledgement of the serious responsibility that volunteering entails, I/we:

(a) represent and warrant that the Volunteer has not been convicted of any criminal offence (including as a youth under the Youth Criminal Justice Act) nor of any offence under the laws of any foreign jurisdiction which would constitute a criminal offence under the Criminal Code (Canada);

(b) represent and warrant that there are no pending criminal charges against the Volunteer (including charges laid against Volunteer as a youth offender under the Youth Criminal Justice Act) nor charges in a any foreign jurisdiction which would constitute a criminal offence under the Criminal Code

(Canada);

(c) authorize Special Olympics to require and/or carry out such background checks as in its discretion it deems appropriate to confirm the Volunteer’s fitness and credentials to volunteer with Special Olympics;

(d) undertake to advise Special Olympics immediately if the Volunteer is charged with a criminal offence or with any offence under the laws of any foreign jurisdiction which would constitute a criminal offence under the Criminal Code (Canada); and

(e) acknowledge that the Volunteer is under the obligation to review and remain apprised the Privacy Policy of Special Olympics, and to handle all information of others in strict accordance with that Privacy Policy as it may be updated from time to time. A failure to adhere to the Privacy Policy of Special Olympics is grounds for immediate exclusion of the Volunteer from all future participation in Special Olympics activities.

(6) In the event that a medical emergency involving Volunteer arises during a Special Olympics activity and Volunteer or his/her emergency contact person indicated on my application cannot provide consent in a timely manner, I hereby by authorize Special Olympics, by its senior representative immediately available at the location of the emergency, to take such measures and arrange for such medical and hospital treatment of the Volunteer as is deemed advisable by a licensed physician, for the emergency care and treatment of the Volunteer.

(7) On behalf of myself and the Volunteer and of our respective heirs, dependents, and estate(s) (“Releasors”), and to the maximum degree permitted by law, I release and discharge Special Olympics, its agents, staff, directors and officers, volunteers, coaches, sponsors, host venues, and athletes (“Releasees”) from all legal liability associated with Volunteer’s participation in Special Olympics activities and hereby waive the right of the Releasors to submit an action, suit, or claim for damages of any kind, in any forum, against the Releasees for any injury, damage or impairment of any kind suffered by any Releasor associated with Volunteer’s participation in activities sanctioned by Special Olympics.

Signed at \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Athlete/Volunteer

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Parent/Guardian of person under age of majority  
or lacking legal capacity to consent

[1] In this document, “Special Olympics” refers collectively and individually to Special Olympics Canada, to the provincial and territorial chapters of Special Olympics, to Special Olympics International, and to all of their respective agents.

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