

**SKILLS CANADA-ONTARIO (“SCO”) 2019-2020
PARTICIPANT INFORMED CONSENT AND ASSUMPTION OF RISK FORM**

WARNING: THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES. PLEASE READ CAREFULLY.

Activity: _____ **Name of Participant (“Participant”):** _____

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant (and, if under 18 years of age, Participant’s parent or legal guardian) hereby agrees with and represents to SCO, its officers, directors, employees, volunteers, agents, successors and assigns (collectively, the “**Released Parties**”) as follows:

1. I acknowledge and accept that in order for Participant to be eligible to participate in certain of the programs, summer camps, competitions, challenges, events, or other activities offered by SCO (each, an “**Activity**”) and to use SCO facilities, equipment and services, as determined by SCO at its sole discretion, I must first read, understand, agree to, sign and return this form as instructed.

ACKNOWLEDGEMENT OF FITNESS

2. I confirm that I have carefully read, as applicable, the event information package/ guide, contest scope, camp information forms, or other Activity information provided by SCO (collectively, the “**Activity Information**”). I represent and warrant to SCO that: (i) Participant is in good health, physical condition and can participate in the Activity; and, (ii) as applicable, Participant possesses the minimum level of competence, education, training and skill required for the safe operation and use of all tools and equipment to be used during the Activity.

ELEMENTS OF RISK AND INFORMED CONSENT

3. I understand that certain risks, including risks of physical injury, accident, sickness, death or damage or loss to personal property are inherent to participation in the Activity and may occur. Some of the associated risks arise from and may include, but are not limited to: (i) risks directly associated with the Activity, including the use of the equipment and material outlined in the Activity Information; (ii) risks and dangers of accidents, serious personal and bodily injury, up to and including death; (iii) risks associated with attending a large public gathering, including risk of collisions or contact with other participants, equipment, and the venue; or (iv) risks associated with the conduct of the Released Parties, including the Released Parties’ negligence or gross negligence. I understand that injuries or damage sustained may be minor or serious and may result from Participant’s own actions or the actions or inactions of others, or a combination of both and can occur without any fault of either the Participant or any of the Released Parties. I understand SCO facilities may be inherently dangerous, and acknowledge and agree that the Released Parties have not made any warranties, guarantees or representations about the state or condition of SCO facilities, equipment, services, safety while participating in an Activity or the results resulting therefrom. I understand that the risks can be reduced by Participant carefully following the Released Parties’ or their representatives’ instructions at all times while participating in the Activity. I understand that any rules and regulations outlined in the Activity Information are designed for the safety and protection of Activity participants and hereby undertake to abide by such rules and regulations. I have considered and evaluated the nature, scope, and extent of these risks and voluntarily and freely choose to assume all such risks. I understand that I bear the responsibility for any injury, accident, sickness, death or damage or loss to personal property that might occur as a result of participation in the Activity by Participant. I agree to fully and forever release, discharge, indemnify and save the Released Parties harmless from any claim for loss, damage, costs or expenses and any other liability of any kind, which claim I may make as a result of the use of the Activity, the SCO facilities, equipment or services by the Participant or the conduct of the Released Parties. I agree not to initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages, which anyone may have, on account of loss, damage or injury sustained by me or others in connection with the Activity.

I understand SCO does not provide accidental death, disability, dismemberment or medical expense insurance on behalf of the Activity participants. The Released Parties or their representatives are hereby authorized to obtain emergency or other diagnostic procedures and/or emergency or other medical treatment for Participant as deemed necessary or reasonable in the judgment of the Released Parties or their representatives. The Participant and Parent/Guardian agree that they are financially responsible for such emergency, diagnostic or medical treatment.

TOOLS, EQUIPMENT & MATERIALS

4. I agree that Participant shall be responsible for any and all loss of or damage to any tools, equipment or other materials provided or made available by SCO at the Activity. SCO shall not be liable or responsible for any tools, equipment, materials or other belongings owned or used by Participant. Storage areas will not be provided by SCO at the Activity. All finished products are the sole property of SCO and shall remain with SCO after the Activity.

PRIVACY STATEMENT

5. SCO protects personal information that it collects and adheres to all legislative requirements for protecting privacy. SCO does not rent, sell or trade the personal information in its possession. The information provided by or concerning Participant will be used to deliver services, administer events and to keep Participant informed and up-to-date on SCO activities including, but not limited to, the Activities, services, fundraisers, volunteer opportunities and open houses through periodic communications (the “Communications”), in accordance with SCO’s privacy policy (available at: http://www.skillsontario.com/files/www/2017_18_PDFs/Privacy_Policy.pdf). I hereby consent to: (i) receive such Communications from SCO; and (ii) SCO retaining personal and other information provided by Participant and using such information for the purpose of SCO conducting statistical analysis on an aggregate basis. This consent may be withdrawn at any time by contacting SCO by e-mail at info@skillsontario.com.

CODE OF CONDUCT

6. SCO wants every participant to have an enjoyable experience with maximum attention to safety and enjoyment. Participation in the Activity is voluntary, and as such, participants agree to abide by SCO’s code of conduct <http://www.skillsontario.com/code-of-conduct> and any rules and regulations outlined in the Activity Information, or provided by the Released Parties or their representatives or forfeit their personal rights to attend and participate. Participant will: 1. Respect the rights and dignity of all Activity attendees; 2. Act in a manner that protects the health and safety of themselves and others; 3. Follow rules for conduct and dress consistent with their place of learning; 4. Act in a manner that does not disrupt the enjoyment and value of the Activity for others.

ADDITIONAL TERMS

7. If any portion of this document is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This document constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any oral or written statements made by the parties in connection with this consent and assumption of risk form. This document is governed by the laws of the Province of Ontario and operates to the benefit of the parties, as well as their respective heirs, administrators, successors and assigns. The division of this document into sections and subsections and the insertion of headings are for convenience of reference only.

Competition Minimum Score: For applicable Activities, a minimum score of 60% will be required to receive a medal or ribbon for participation.

Summer Camp Permission for Independent Sign In/Out: I, the parent or legal guardian of a SCO summer camp Participant, give permission for Participant to arrive and/or leave the camp facility on his/her own each day.

Please select one: **Agree** **Disagree**

RELEASE OF INFORMATION/PHOTOS

8. I agree that SCO may photograph, tape, film, audio record and otherwise capture (in whole or in part) Participant’s: (i) name, image, voice, comments and any other aspect of his/her likeness; (ii) participation in, or attendance at, the Activity; and, (iii) as provided to SCO, school and school board (collectively, the “Assets”). I grant SCO the perpetual, irrevocable, fully paid up, royalty free, non-exclusive, sublicensable world-wide rights and license to use, edit, modify, translate, reproduce, copy, publish, perform in public, disseminate, synchronize with other content and materials and otherwise exploit the Assets (in whole or in part, as is or as may be edited) and any materials based upon or derived therefrom (collectively, the “Materials”, which for greater certainty include the Assets) in any manner, method and media now or hereafter known, at any time, and from time to time, but only for the purposes of advertising and promoting SCO and the Activities. I agree that the Materials will be the sole and exclusive property of SCO and I transfer, assign and convey to SCO, in perpetuity and throughout the universe, all right, title and interest of every kind whether now known or hereafter known (including without limitation copyright) in and to the Materials. Further, I waive any and all moral, personality and publicity rights (and all other rights of a like nature) therein in favour of SCO.

Please select one: **Agree** **Disagree**

ACKNOWLEDGEMENT

9. CONFIRM THAT I HAVE CAREFULLY READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENT AND VOLUNTARILY AGREE TO ITS TERMS. I understand that in participating (and as applicable, granting permission for Participant to participate) in the Activity, I am assuming the risks associated with doing so. I acknowledge that I have been advised to obtain independent legal advice with regard to this document and either have done so or have chosen not to do so.

School Information:

Signature of Participant

School: _____

Date: _____

School Board: _____

TO BE COMPLETED IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

I, the undersigned, represent and warrant to SCO that I am the _____ [mother/father/legal guardian] of the above named Participant and that there are no other parents and/or guardians of Participant whose signature is required. As such, I: (i) am fully authorized and entitled to sign and agree to the terms of this document on behalf of Participant; (ii) expressly consent to Participant signing this document and participating in the Activity; and (iii) individually and on behalf of Participant, agree to the terms of the above.

Signature of Parent/Guardian: _____

Date: _____

Name (print): _____

SKILLS ONTARIO COMPETITION/ QUALIFYING - FOR SCHOOL/ COMPETITOR: 2019-2020 Electronic Waivers should be in place. If not, please give your signed form to Participant's teacher to confirm participation. Completed forms should be emailed to competitions@skillsontario.com by teachers/school board contacts. Please also bring a copy with you to the Activity, as a back-up.

FOR ALL OTHER ACTIVITIES: This form must be completed and submitted at the Activity, prior to participation.