

## 2018 Arctic Winter Games (the "Games") PARTICIPANT AGREEMENT

**BETWEEN:** 2018 South Slave Arctic Winter Games and Arctic Winter Games International Committee (collectively, the “Released Parties”)

**AND:**

(the “Participant”)

---

PRINT Participant First and Last Name

### Consent for Treatment

**Consent for Treatment.** I, and/or on behalf of my minor child/ward (as applicable) authorize and consent to any physician, therapist, dentist, chiropractor, nurse and/or any other health care professional (the "**Medical Personnel**") to perform any procedure, treatment or prevention (the "**Procedures**") deemed to be necessary or prudent by the Medical Personnel, in his/her absolute and sole discretion, for my and/or my child/ward's (as applicable) health, safety and well-being during the Games or such reasonable time related thereto. The anticipated nature, effects, alternatives to and possible complications of the Procedures will be explained in advance by the Medical Personnel prior to performing the Procedures where reasonably possible. In the event of a life threatening emergency, which shall be determined in the sole and absolute discretion of the Medical Personnel, I authorize and/or authorize on behalf of my minor child/ward (as applicable) the recommended Procedure without being provided an explanation.

I, and/or on behalf of my minor child/ward (as applicable) acknowledge that the Medical Personnel, the Released Parties and their directors, officers, employees, and agents assume no responsibility or liability for the failure, ongoing efficacy or effect of any of the Procedures provided. I, and/or on behalf of my minor child/ward (as applicable), voluntarily assume all risk of injury and all other losses and damages that may be sustained, incurred, or suffered, arising out of or occurring directly or indirectly by reason of the Procedures. I, and/or on behalf of my minor child/ward (as applicable), hereby release the Medical Personnel and the Released Parties from all liability for any loss, damage, expense, injury or other claim whatsoever in any way connected with the Procedures, including those caused by the Medical Personnel's negligence or breach of contract. I, and/or on behalf of my minor child/ward (as applicable), further agree that I, and/or on behalf of my minor child/ward (as applicable), will be responsible to pay any and all costs that may arise from the Procedures and the costs of all further medical treatments, procedures, consultations, care, services or medications provided to me and/or my minor child/ward (as applicable), including any measure taken to adjust, modify, or reverse a Procedure performed by the Medical Personnel.

I, and/or on behalf of my minor child/ward (as applicable), acknowledge that it is my (or my own and/or my minor child/ward, as applicable) responsibility to obtain any required insurance (including but not limited to health care, property or personal effects insurance, accidental death, disability or dismemberment or medical expense insurance) for and on behalf of myself (or/on on behalf of my minor child/ward, as applicable).

I, and/or on behalf of my minor child/ward (as applicable), hereby further consent to the collection, use and disclosure of personal information and/or personal health information relating to me and/or my minor child/ward (as applicable) by the Medical Personnel to my and/or my minor child/ward's (as applicable) family doctor, Public Health and to other health and medical professionals, and/or by my and/or my minor child/ward's (as applicable) family doctor, Public Health and other health and medical professionals to the Medical Personnel, for the purpose of the providing and facilitating treatment, and for ensuring continuity of care, in the event of injury to myself and/or my minor child/ward (as applicable) or other medical emergency, in accordance with the *Health Information Act* (Northwest Territories), and any other applicable privacy legislation. Such consent shall only apply with respect to an injury or other medical emergency or existing condition requiring treatment during the Games or such reasonable time related thereto and I am aware that I may withdraw or withhold my consent at any time.

## **Consent to Use of Information**

For valuable consideration received, including the opportunity for me (or my minor child/ward, as applicable) to participate in the Games, I hereby irrevocably and perpetually grant to the Released Parties together with their committee members, directors, officers, employees, volunteers, agents, advisors, contractors, lessees and representatives (collectively, the "**Arctic Winter Games Parties**"), the right to:

- (a) capture my (or my minor child/ward's, as applicable) image, likeness, and/or voice in photographic, video or any other format (the foregoing, collectively, the "**Recordings**"); and
- (b) reproduce, copy, use, store, modify, exhibit, display, broadcast, distribute, transmit, create derivative works from, and/or publish the Recordings or any portion thereof, including in connection with my (or my minor child/ward's, as applicable) name, and whether alone or in combination with other materials, in any media now known or later developed (including without limitation print, film, internet and other electronic media), for any purpose whatsoever;

all without further compensation, consideration, or notice or permission to me (or myself and my minor child/ward, as applicable), in connection with or incidental to the Games and in connection with other activities advertising, promoting, or publicizing the Arctic Winter Games, the Games, or related business or activities.

The Arctic Parties or their designee shall have complete ownership of the Recordings, including copyright therein. I hereby waive any and all moral rights, and rights of compensation or ownership, that I (or myself and my minor child/ward, as applicable) may have in or with respect to the Recordings, and waive any right that I (or myself and my minor child/ward, as applicable) may have to inspect or approve any finished image or video or any use of the Recordings by or on behalf of the Arctic Winter Games. I acknowledge that the Recordings may be provided to media outlets for their unrestricted use, and that the Arctic Winter Games do not have control of this material once it is disseminated.

I, and/or my own and my minor child/ward's (as applicable), heirs, executors, administrators, successors, and assigns, hereby release, remise and forever discharge and agree to hold harmless the Arctic Winter Games each of their respective heirs, executors, administrators, successors, and assigns, from and against any and all manner of liability for any claims, actions, causes of action, suits, costs, demands and expenses, losses and liabilities of any nature whatsoever and kind that I (or myself and my minor child/ward, as applicable) may now or hereafter be entitled to assert, including but not limited to any claims based on publicity rights, privacy rights, personality rights, "moral rights", or defamation, that I (or myself and my minor child/ward, as applicable) may sustain, incur, suffer, be put to, or whether caused by, contributed to, arising out of, or otherwise related to the Arctic Winter Games' use of the Recordings, whether or not caused by negligence.

## **RELEASE, WAIVER AND ASSUMPTION OF RISK**

### **Assumption of Risk:**

By signing below, I acknowledge and understand on behalf of myself and/or my minor child/ward (as applicable), that participating in the Games and/or the use of the equipment, facilities, and premises for the Games may result in accident, loss, damage, injury, or death to myself (or my minor child/ward, as applicable) and theft, damage or loss of personal property. Accident, loss, damage, injury or death may result from any activity conducted in the Games and/or the use of the equipment, facilities, and premises for the Games. Risks of participating in the Games and/or of using the equipment, facilities, and premises for the Games include, but are not limited to: allergic reactions, elevated heart rate, elevated blood pressure, slips and falls, drowning, physical injuries including musculoskeletal injuries, broken bones, severe injuries to the head, neck, and back, or other bodily injuries that may result in permanent disability or death.

I, and/or on behalf of my minor child/ward (as applicable), hereby declare that I am (or my minor child/ward is, as applicable) physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would preclude my (or my minor child/ward's, as applicable) participation in the Games and/or the use of the equipment, facilities, and premises for the Games. I, and/or on behalf of my minor child/ward (as applicable), acknowledged that I (or my minor child/ward, as applicable) have received medical attention, or have had the opportunity to receive such medical attention, to ensure that I am (or my minor child/ward is, as applicable) physically capable and able to participate in the Games and/or use the equipment, facilities, and premises for the Games.

I, and/or on behalf of my minor child/ward (as applicable), freely and voluntarily assume all risks of loss, damage, injury or death to my (and/or my child/ward's, as applicable) person and property that may be sustained in connection with the Games and/or the use the equipment, facilities, and premises for the Games.

**Rules:**

I, and/or on behalf of my minor child/ward (as applicable), understand that the rules and regulations are designed for the safety and protection of participants and hereby agree to abide by the rules and regulations set down by the Released Parties and that at all times the sole responsibility of personal safety is my (and/or my child/ward's, as applicable) responsibility.

I, and/or on behalf of my minor child/ward (as applicable), agree to be solely responsible for my (and/or my minor child/ward's, as applicable) own safety and to take every precaution to provide for my (and/or my minor child/ward's, as applicable) own safety and well-being while participating in the Games and/or the use of the equipment, facilities, and premises for the Games, including but not limited to inspecting and making my own assessment as to whether the Games are reasonably safe and suitable to participate in.

**Liability:**

In consideration of my participation (or the permission for my minor child/ward to participate, as applicable) in the Games and/or to use the equipment, facilities, and premises for the Games, with full knowledge of the possible risks, and intending to be legally bound by the terms of this Agreement, I hereby agree for myself (and/or my minor child/ward, as applicable) and respective heirs, assigns, personal representatives and next of kin to release and hold harmless the Arctic Winter Games from any and all liability claims, demands or any causes of action, and not to sue or otherwise make any claims against the Arctic Winter Games whatsoever which may arise during or as a result of my (and/or my minor child/ward's, as applicable) participation in the Games and/or the use the equipment, facilities, and premises for the Games.

I, and/or on behalf of my minor child/ward (as applicable), acknowledge and agree that this Release and Waiver is effective whether or not any loss, damage, injury or death to myself (and/or my minor child/ward, as applicable) results from the negligence, breach of contract or breach of any statutory or other duty of care including any duty of care owing under any applicable Occupiers Liability legislation on the part of the Arctic Winter Games. I, and/or on behalf of my minor child/ward (as applicable), understand that negligence means a failure to do an act which a reasonably careful person would do, or the doing of an act which a reasonably careful person would not do, under the same or similar circumstances to protect him or herself, or others, from accident, injury or death.

I, and/or on behalf of my minor child/ward (as applicable), understand that the Arctic Winter Games may be using or recommending the services of certain hotels, organizers, guides, facilities or other agencies in connection with the Games not directly controlled by the Arctic Winter Games (in this paragraph, a "**Third Party**"). I, and/or on behalf of my minor child/ward (as applicable), further understand that the Arctic Parties accept no responsibility for any acts or omissions of, or for any breach of contract, misrepresentation, negligence or error of such Third Parties, with respect to any and all matters in connection with the Games. I agree on behalf of myself and/or my minor child/ward (as applicable) to release and hold harmless the Arctic Winter Games from, and will not bring legal action against them for, any claims, demands, expenses, costs (including legal costs and a solicitor and his own client full indemnity basis), suits, debts, liabilities and causes of action which may arise out of or be connected to any act or omission by any Third Party.

I, Participant, hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above Agreement and the releases contained therein, prior to its execution, and I fully understand the contents thereof. I have signed this Agreement freely and voluntarily without any inducement, assurance, oral representations or guarantees being made to me. This Agreement and the releases contained therein shall be binding upon me and my heirs, legal representatives, assigns and next of kin to the greatest extent permitted by law. If any portion of this Agreement is later found to be invalid or unenforceable, it is agreed that the balance of the Agreement shall continue in full legal force and effect. It is agreed that any litigation involving the parties to this Agreement shall be brought solely within the Northwest Territories and shall be within the exclusive jurisdiction of the Courts of the Northwest Territories.

\_\_\_\_\_  
Participant First and Last Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness First and Last Name (Print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

***IF SUBJECT IS A MINOR, PARENT OR GUARDIAN MUST SIGN BELOW:***

I, the undersigned, being parent or guardian of the minor whose name appears above, hereby consent to the foregoing conditions and warrant that I have the authority to give such consent. I have read the above Agreement and the releases contained therein, prior to its execution, and I fully understand the contents thereof. I have signed this Agreement freely and voluntarily without any inducement, assurance, oral representations or guarantees being made to me. This Agreement and the releases contained therein shall be binding upon me and my heirs, legal representatives, assigns and next of kin to the greatest extent permitted by law. If any portion of this Agreement is later found to be invalid or unenforceable, it is agreed that the balance of the Agreement shall continue in full legal force and effect. It is agreed that any litigation involving the parties to this Agreement shall be brought solely within the Northwest Territories and shall be within the exclusive jurisdiction of the Courts of the Northwest Territories.

\_\_\_\_\_  
First and Last Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness First and Last Name (Print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date