

NUSTEP GENERAL WAIVER

In consideration of me and my child being allowed to observe and/or participate in the event or activity for which I am registering him/her, I acknowledge, appreciate, and agree to the following:

NO CLAIM

The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation.

If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself and/or my child from participation and bring such to the attention of the nearest official immediately.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, hold harmless and agree that I shall make no claim and bring no action, suit or proceeding against the Releasees - NuStep Basketball Academy and NuStep Athletic Association ("NuStep"), their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, partners, affiliates, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person, property or equipment, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

MEDICAL WAIVER AND CONSENT

I understand that the participant is responsible for his or her own medical coverage and warrant that the participant is physically fit to participate in and be involved in the program. In addition, I hereby authorize the NuStep Staff to act for me according to their best judgement in any emergency requiring medical attention. In case of emergency and we are not available for consultation, I hereby give permission for NuStep to take whatever measures deemed necessary for the safety and health of my child and give permission to the physician selected by NuStep to hospitalize, secure proper treatment for and to order injections, anaesthetic and surgery. I have disclosed all pertinent medical information regarding prescription medications. I hereby give permission to allow my child's physician to provide NuStep with medical information about my child should it be required. I am aware that the pertinent medical information may be shared with an appropriate staff member on an as needed basis. I understand that I am solely responsible for the payment of any such medical expenses. I have informed NuStep of knowledge of any physical impairment that would be affected by the said registrant's participation in the program.

PHOTO RELEASE AND INDEMNITY

I authorized the taking of photos, videos, audio recordings and/other forms of media of me or my child at NuStep programs and events for publicity and promotional purposes. As between NuStep and me, NuStep owns all copyright in the Recordings, and I waive any and all moral and personality rights I may have in the Recordings. I confirm that the School can do anything with the Recordings for the Activities, including use, reproduce, exhibit, display, distribute, edit, modify, translate and publish the Recordings, without any geographic restriction, in any format within the law without further compensation or notification to the student.

OTHER

I hereby acknowledge and agree that NuStep may use and disclose the information collected at registration to provide me with membership information and benefits and to comply with the regulations for participation in associated events.

I agree to comply with the stated and customary terms and conditions for participation and to obey all rules, regulations and code of conduct of NuStep.

Although NuStep will do what it can to ensure the dates and times of the programs and events are not changed, I acknowledge and agree that they may change without notice, including because of matters beyond NuStep's control, including government mandated closures and no refund or reimbursement for costs associated with the program/event will be offered.

This agreement shall apply to all subsequent admissions and/or membership renewals

This agreement shall bind my heirs, executors, assigns, and representatives. I further hereby undertake to hold and save harmless and agree to indemnify all the aforesaid from and against any and all liability incurred by any or all of them arising as a result of or in any way connected with the applicant's participation with NuStep.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING/ACCEPTING IT, AND SIGN/ACCEPT IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.RELEASE AND INDEMNITY.



COVID-19 LIABILITY WAIVER

In an effort to prevent the spread of COVID-19, we are taking extra precautions (see our COVID-19 protocols attached.)

For detailed information about COVID-19 symptoms, treatment and what to do if you feel sick, visit the Government of Canada’s COVID-19 website (<https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/symptoms.html>)

I _____, accept the following affirmations when I and my children/ward
(Name of Parent/Guardian/participant if 18 and older)

Name of Participant: _____ enter and/or take part in any program/event of NuStep Athletic Association, at any location now and in the future:

- I understand the above mentioned symptoms and affirm that the Participant does not currently have nor have experienced COVID-19 symptoms or have been diagnosed with COVID-19 within the timeframe currently recommended by public health/government authorities in the district that the event is taking place.
- I affirm that if the Participant has recently travelled outside of Canada, they have abided by any government recommendations or requirements imposed on them upon re-entry into Canada.
- I affirm that, I and/or my children will exclude ourselves of the programs and/or entering the premises’ hosting any NuStep program/event as recommended or required by public health/government authorities if we experience any of the COVID-19 symptoms listed above or defined by health authorities and/or are diagnosed with Covid-19.
- I affirm that I will conduct our own health assessment prior to arriving at any NuStep program or event.
- I understand NuStep will deny entry and/or send home anyone who they deem is experiencing any of the above symptoms.
- In addition to abiding by NuStep’s COVID-19 protocols, I will abide by any additional health and screening rules and regulations that are in place at any facility that hosts NuStep programs/events.
- I understand that NuStep cannot be held liable for any exposure to the COVID-19 virus caused by participation in NuStep programs and events or misinformation on this form or the health history provided by each parent/guardian and/or participant.

In addition, by signing below the participant and the participant’s guardian understands, acknowledges and assumes the inherent risks in participating in any NuStep program or event, including, but not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; dangers arising from adverse weather conditions; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; inadequate safety measures; circumstances known, unknown or beyond the control of the NuStep, its partners, sponsors, agents, affiliates, directors, employees, officer, therapists, or volunteers and through their negligence or omission.

Parent/guardian/participant if 18 and older Signature: _____

Date: _____ Address: _____

Email: _____ Phone: _____



COVID-19 PROTOCOLS

Everyone entering facilities hosting NuStep programs and events [Facilities] will be subject to the COVID-19 protocols and rules and regulations for that facility.

Everyone entering the Facilities will have to have signed NuStep's mandatory Covid-19 Liability Waiver affirming they will self-monitor for Covid-19 symptoms before coming to the Facilities and will not come to/bring their child to participate while displaying any symptoms or if they have been directed to isolate/quarantine by the public health/government authority in the district that the event is taking place.

Participants must acknowledge and assume responsibility for their own risk of exposure to COVID-19 during this time and will have the option to decline participating in events without disciplinary action at any time they feel their health and safety may be at risk.

Masks are optional. It is up to each parent if they want their child to wear a mask for part of or for the entire duration of NuStep programs/events. Wearing a mask while engaged in physical activity has never been recommended by any health authority as it can make breathing challenging, especially for those with certain health conditions. Parents need to be aware of the risks and take their own steps to ensure their child is wearing their mask as they wish. This policy will be subject to regular updates in accordance to governing health bodies and government regulations.

This document will be subject to regular updates as we keep up with mandates and policies from governing health bodies, local, provincial and federal government guidelines. Last updated: June 12, 2023.