Please read this document carefully

This document contains 5 Parts. Part A is a recognition and acknowledgment of risks. Part B is a consent to medical assistance. Part C is a consent and acknowledgement of Water Polo Canada ("WPC") and recognized member provincial water polo associations' policies including the UCCMS and OSIC for Registrants that are named by WPC as Participants subject to the UCCMS. Part D is a consent to use the participant or registrant's image and/or personal attributes. Part E is a consent on the sharing of personal information.

This document contains mandatory consents that must be signed before participating in any Activity sanctioned or organized by WPC, WPC's Provincial/Territorial Sections or its registered Water polo clubs. All Parts must be completed to be in good standing.

Identification

As a participant myself or on behalf of a Minor participant in the Activities of WPC or of WPC's Provincial/Territorial Section or Water polo clubs I, the undersigned______(name of participant)

UR	
	(name of parent or legal guardian of
a Minor participant), acting as	(father, mother or legal guardian)
of	(name of Minor participant) hereby

acknowledge and commit to the following terms and provisions.

Definitions

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- 1. "Activity" or "Activities" means any in-person or virtual activities such as events, training camps, programs, competitions, physical training performed or conducted in Water or outside Water, recognized, organized or sanctioned by WPC, WPC's Provincial/Territorial Sections or its registered Water polo clubs.
- 2. "Agreement" means this document, which contains Parts A, B, C, D and E.
- 3. **"Injury or Health-related problem"** means any injury, health-related issue or illness including mental health issues diagnosed by a medical practitioner.
- 4. "Minor" means the minor participant identified in this document.
- 5. "National Team Athlete" means Senior National Team and Age Group National Team members
- "Office of the Sport Integrity Commissioner ("OSIC") means the independent division of the SDRCC which comprises the functions of the Sport Integrity Commissioner, in line with policies and procedures of the OSIC.
- 7. **"Organization"** means collectively, WPC, WPC's Provincial/Territorial Sections, its registered Water polo clubs and their respective coaches, directors, officers, committee members, members, employees, volunteers, participants, agents and representatives.
- 8. **"Provincial/Territorial Section" ("PTS ")** means those incorporated bodies, also called provincial or territorial sport organization (PTSOs) in other documents, responsible for the regulation of water polo within the province and for the governance of the province-wide development of water polo, provided that each province or territory shall only be entitled to be represented as one section, as may be determined by WPC board of directors.

- 9. **"Registrant or Participant"** means any of the following who have applied for registration with WPC and who have been accepted as a Registrant by WPC: athletes, coaches, officials, clubs and volunteers (including individuals who have been appointed or elected to a volunteer position within or by a Provincial/Territorial Section or as either a domestic or international representative of WPC in any capacity).
- 10. "SRDCC" means the Sport Dispute Resolution Center of Canada.
- 11. "UCCMS" means the Universal Code of Conduct to prevent and address maltreatment in Sport.
- 12. **"Water polo club or clubs"** means a Water polo club that is registered with WPC or a WPC Provincial/Territorial Section.
- 13. "Water" means any outdoor or indoor pools, artificial or natural water basins used forwater polo.

As a Registrant or Participant, or parent or legal guardian of a Minor Participant in the sport of water polo and the Activities of the Organization, the undersigned agrees, as applicable, to the following terms and conditions contained in Parts A, B, C, D and E of this document.



Part A: Recognition and acknowledgment of risks

Please note that in order to be accepted as a Registrant or Participant in WPC hosted events and activities you need to fully consent to Part A. This section applies to all Registrants

- 1. I am, or the Minor is participating voluntarily in the sport of water polo and the Activities of the Organization. In consideration of my participation or the Minor's participation in the sport of water polo and the Activities of the Organization, I hereby acknowledge that I am aware of and hereby accept the risks, dangers, and hazards inherent and associated with or related to the sport of water polo and any Activities of the Organization, including any Injury or Health-related problem, which can be severe and even fatal. These risks, dangers and hazards may include, but are not limited to, an Injury or Health-related problem resulting from:
 - a. Exertion and stretching of various muscle groups, strenuous cardiovascular workouts in or out of Water.
 - b. Vigorous physical exertion or physical contact in or out of Water.
 - c. Slips or falls due to uneven, slippery or irregular surfaces, including on the pool deck, in dressing rooms or other facilities or rooms at an aquatic venue and at any physical facilities in and around open Water venues.
 - d. Contact, collision or strike by the water polo ball or equipment, other individuals and any other similar pool-side aquatic equipment.
 - e. Failure to play within one's abilities and within designated areas.
 - f. Failure to properly use any piece of swimming related equipment or the mechanical failure of any piece of equipment.
 - g. Concussions or aggravated related symptoms.
 - h. Spinal cord injuries which may result in permanent paralysis.
 - i. Travel to and from training or competitive events and associated non-competitive events which are an integral part of the Organization's Activities.
 - j. Infectious sources such as COVID-19 as defined by the relevant municipal, provincial or federal health authorities.
 - k. Extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes.
 - I. The occurrence of unforeseen or irresistible events of force majeure.



- 2. Furthermore, I am aware:
 - a. That an Injury or Health-related Problem sustained can be severe and even fatal.
 - b. That I or the Minor may experience anxiety during an Activity of the Organization.
 - c. That the risk of Injury or Heath-related Problem is reduced if the rules established for participation are followed, and
 - d. That the risk of Injury or Health-related Problem increases with fatigue.



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3. In consideration of the Organization allowing me, or the Minor to participate in Activities, I confirm that I have not been advised by a medical doctor that my or my child's physical condition prevents me or my child from participating in the Organization's Activities.



I CONFIRM THAT THIS IS TRUE

Part B: Consent to medical assistance

Please note that in order to be accepted as a Registrant or Participant in WPC hosted events and activities you shall fully consent to Part B. This section applies to all Registrants

Medical Assistance

In case of an Injury or Health-related Problem, I authorize the Organization, for myself or the Minor, to obtain all necessary on-site medical assistance for the medical situation, including transportation by ambulance or by other means to a hospital.



I CONSENT TO MEDICAL ASSISTANCE

Part C: Consent and Acknowledgement of WPC and WPC's Provincial/Territorial Sections' policies

WPC and WPC's Provincial/Territorial Sections are committed to implementing best practice <u>policies</u> and processes to make the sport safer for all participants or registrants. As part of this commitment, all WPC Registrants agree to the following:

1. Acknowledgement of WPC and PTS Policies

Please note that in order to be accepted as a Registrant you shall fully consent to Part C except for the section that applies exclusively to the Registrants named by WPC as Participants subject to the UCCMS.

All Registrants must agree to section 1

Keeping athletes, coaches, officials, staff, and volunteers safe and engaged in a fun and inclusive environment is a shared goal of WPC and WPC's Provincial/Territorial Sections. To remain proactive in achieving this common goal, WPC and its Provincial/Territorial Sections implement <u>policies</u> and standards of conduct to be maintained by all Registrants to remain in good standing. At the time of registration with WPC, WPC requests all Registrants to acknowledge that they are aware of, have had an opportunity to review, and will comply with the safe sport <u>policies</u> and standards of conduct set out by WPC and his or her Provincial/Territorial Section.



As part of WPC's commitment to safe sport and the Universal Code of Conduct to Prevent and Address Maltreatment in Sport ("UCCMS"), WPC will maintain a publicly available searchable registry which tracks violations of the UCCMS, WPC policies, and Registrant discipline and ineligibility to be involved in sport. Registrants agree, as a condition of eligibility as Registrant, that information including, name, club, reason and length of discipline may be disclosed and maintained in the discipline registry¹.



WPC also requests that all Registrants acknowledge that they are aware of, have had an opportunity to review, and will comply with all other <u>policies</u> set out by WPC and his or her Provincial/Territorial Section.



2. UCCMS Participants

This section applies only to the Registrants identified, from time to time, by WPC, as Participants subject to the UCCMS. Once WPC becomes a Signatory of the OSIC agreement, it will inform the Registrants who will be named Participants subject to the UCCMS. Should you be named as a Participant subject to the UCCMS such, you agree to the following.

For only those Registrants that are defined as Participants to the UCCMS, as determined by WPC when it will become a Signatory of the OSIC, the UCCMS applies to these Participants and all complaints of Maltreatment involving them shall be referred to the OSIC. The WPC and WPC's Provincial/Territorial Sections policies related to safe sport or codes of conduct do not apply to complaints arising from the application of the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS), which are to be directed to the Office of the Sport Integrity Commissioner (OSIC). All processes required for the administration and enforcement of the UCCMS shall be addressed in accordance with the policies and procedures of the OSIC or the Director of Sanctions and Outcomes, as applicable. The OSIC information is available at www.sportintegritycommissioner.ca

If I am named as a UCCMS Participant by WPC, I (on my behalf / on behalf of my child in the case of a legal guardian for their child) hereby consent to being subject to the Universal Code of Conduct to Prevent and Address Maltreatment Sport "UCCMS") in (the (https://sportintegritycommissioner.ca/uccms) and the processes required for its administration and enforcement. The purpose of the UCCMS is to advance a respectful sport culture that delivers quality, inclusive, welcoming and safe sport experiences. More specifically, I (on my behalf / on behalf of my child) hereby consent to the collection, use and disclosure of my personal information in relation to the administration and enforcement of the UCCMS, as detailed more fully in the following document: Longform Consent (https://commissaireintegritesport.ca/files/Long-form Consent OSIC.pdf).



¹ Disclosed participant/Registrant information is subject to change from time to time to comply with the requirements of the Universal Code of Conduct to Prevent and Address Maltreatment in Sport.

Part D: Consent to the use of image and personal attributes

Please note that in order to be accepted as a Registrant or Participant in WPC hosted events and activities as well as events or activities associated with WPC's High-Performance programs (Regional Development Centres, Age Group National Teams, Senior National Teams, etc.) you shall fully consent to Part D. This section applies to all Registrants.

Photo/Video Release/personal Attributes

As part of WPC's and WPC's Provincial and Territorial Sections efforts to grow the sport of water polo in Canada, WPC and WPC's Provincial and Territorial Sections provide news and updates on their websites, on social media, or in WPC and WPC Provincial and Territorial Sections publications and promotional materials. This also includes any number of the wide variety of forums available to WPC and WPC's Provincial and Territorial Sections now or in the future. As part of registration, I hereby grant WPC and WPC's Provincial and Territorial Sections the right to use my/my children's name, likeness, photograph, image, sketch, voice, video-taped image and/or voice, radio broadcast voice, signature, endorsement and performance record (herein called "personal identifications") for promotional purposes, including the right to reproduce, use, alter, exhibit, display, broadcast, distribute and create derivative works of photograph or filmed images of me or my children, for use in connection with the activities of WPC and WPC's Provincial and Territorial Sections for promoting and explaining its programs and events, without payment or any other consideration. I understand and agree that these materials will become the property of WPC and WPC's Provincial and Territorial Sections and will not be returned. Please note that if you wish to participate in WPC hosted events and activities as well as events or activities associated with WPC's High-Performance programs (Regional Development Centres, Age Group National Teams, Senior National Teams, etc.) you must consent to this section.



I CONSENT TO THE USE OF MY/MY CHILDREN'S IMAGE AND PERSONAL ATTRIBUTES

I DO NOT CONSENT TO THE USE OF MY/MY CHILDREN'S IMAGE AND PERSONAL ATTRIBUTES

Note for National Team athletes ONLY

In addition to the consents stipulated in this form, all National Team athletes are subject to any and all obligations contained in their Athlete Agreement.

Part E: Consent on the sharing of personal information

This section applies to all Registrants. Please note that if you are a National Team athlete or Participant subject to the UCCMS you must fully consent to Part E.

I hereby understand that any information collected by Water Polo Canada which concerns me and allows me to be identified constitutes personal information which will form an integral part of a file in my name held in Canada and managed by RAMPInterActive® on behalf of Water Polo Canada.

I also understand that Water Polo Canada cannot guarantee that the data passing through RAMP InterActive® will not be consulted or otherwise used by the government authorities or law enforcement authorities of Canada. Consequently, Water Polo Canada cannot be held responsible for the use that may be made by the government authorities or law enforcement authorities, these data being subject to their legislation, where legislation may be different and offer less protection than that a provincial legislation.

I understand that it will be possible for me to access my file by contacting Water Polo Canada's Sport Development Manager, Rebekka Steenkamer (<u>rsteenkamer@waterpolo.ca</u>).

I also understand that this file is for the registration with Water Polo Canada and that the personal information contained therein will only be used for the relevant purposes of providing and promoting services for and on behalf of Water Polo Canada and will be destroyed as soon as the subject of the file has been completed.

I also agree that my personal information may be communicated or disclosed to third parties who are parties to an agreement with Water Polo Canada, including particularly but not limited to any organization affiliated with Water Polo Canada, as well as any national and/or international organizations/federations who govern sports. (to know more about those organizations please contact WPC).

I also agree that if I am named by WPC as a Participant subject to the UCCMS, I accept that WPC may share, if required by OSIC, my personal information with OSIC for the implementation of the UCCMS.

Note for National Team athlete

As a national team athlete and signatory of the Athlete Agreement, I **accept** that my personal information may be used by WPC for commercial or philanthropic prospecting purposes. I also **agree** that my personal information may be communicated or disclosed to third parties, including particularly but not limited to any organization affiliated with WPC, as well as, any national and/or international organizations/federations who govern sports (to know more about those organizations, please contact WPC).

Please tick your choice

I **agree** that my personal information may be communicated or disclosed to third parties, including but not limited to OSIC if I am a Participant subject to the UCCMS, any organization affiliated with Water Polo Canada, as well as, any national and/or international organizations/federations who govern sports. (to know more about those organizations please contact WPC).

OR

I **do not agree** that my personal information may be communicated or disclosed to third parties, including particularly but not limited to any organization affiliated with Water Polo Canada, as well

Water Polo Canada ("WPC") Participant/registrant's Acknowledgement and Consent forms Part A: Recognition and acknowledgment of risks

Part B: Consent to medical assistance

Part C: Consent and Acknowledgement of WPC and PTS policies

Part D: Consent to the use of image and personal attributes

Part E: Consent on the sharing of personal information.

as any national and/or international organizations/federations who govern sports. (to know more about those organizations please contact WPC). This refusal to agree does not apply to the OSIC if I am a Participant subject to the UCCMS or if I am a National team athlete.

Please tick your choice

I **accept** that my personal information may be used by Water-Polo Canada for commercial or philanthropic prospecting purposes.

OR

With the exception of the consent agreed upon in Part D or if I am a National Team athlete, I **refuse** to allow my personal information be used for commercial or philanthropic prospecting purposes and request that the said information be removed from the database.

If you elect to **not agree to the mandatory consents included in the Parts of this form**, you shall terminate your affiliation with WPC by following the process described in your respective affiliation/membership agreement with WPC, it being understood that Participants subject to the UCCMS will continue being subject to the UCCMS and its administration and enforcement for matters arising from the actual time of your membership/affiliation with WPC.

Acknowledgement and Signature

I have read this Agreement, and by signing it, I understand that it is binding upon myself, my heirs, executors, administrators and representatives. If this Agreement is signed electronically, I, acknowledge and recognize that the electronic signature constitutes my official signature and that I am the person who completed this Agreement.

For the Minor Participant or Registrant

Name of the Minor:	Date of birth:	
Name of parent or legal guardian (Print):		
Signature of parent or legal guardian:		
Signed at (City):	Date:	
For the Adult Participant or Registrant		
Name:		
Signature:		
Signed at (City):	Date:	