

CANADIAN CYCLING ASSOCIATION
INFORMED CONSENT, INDEMNITY and ASSUMPTION of RISK AGREEMENT
(FOR THOSE UNDER THE AGE OF MAJORITY i.e. under 18 in Alberta, Manitoba, Ontario, P.E.I., Quebec, Saskatchewan and under 19 in other Provinces and Territories)

WARNING!
By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement . Please read carefully.

Participant's Name: _____ Date: _____

1. This is a binding legal agreement; therefore clarify any questions or concerns **before** signing. As a Participant in the sport of cycling and/or the events, programs, races and activities organized, operated, conducted and/or sanctioned by the Canadian Cycling Association (operating as Cycling Canada) **and** Ontario Cycling Association **and** its member clubs, the undersigned, being the Participant **and** the Parent/Guardian of the Participant (each a "Party" and collectively the "Parties") acknowledge and agree to the following terms:

2. The Canadian Cycling Association (operating as Cycling Canada) **and** Ontario Cycling Association **and** its member clubs, and their respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") is not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Party during, or as a result of, the sport of cycling, and any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the sport of cycling, and the programs, activities and events of the Organization.

3. The Participant is participating voluntarily in the sport of cycling and the activities, events and programs of the Organization. In consideration of participation in the sport of cycling and the programs, activities and events of the Organization, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the sport of cycling and the programs, activities and events of the Organization and that the Parties may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from: a) The sport of cycling including: Road, Track, Mountain Bike, BMX and Cyclocross; b) Executing strenuous and demanding physical techniques in cycling and/or exerting and stretching various muscle groups; c) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts; d) Mounting, dismounting or falling off a bicycle; e) Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces; f) Physical contact with other participants (including those engaged in the programs, activities and events support); g) Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment; h) Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles; i) Road conditions, terrains and vehicular traffic while cycling; j) Failure to stay within the designated course area; k) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia; l) Spinal cord injuries which may render the Participant permanently paralyzed; and/or m) Travel to and from events.

4. Furthermore, the Parties are aware: A) That injuries sustained can be severe; B) That the Participant may experience anxiety while challenging himself or herself during the sport of cycling and the activities, events and programs; C) That the Participant's risk of injury is reduced if he or she follow all rules established for participation; and D) That the Participant's risk of injury increases as he or she becomes fatigued.

5. In consideration of the Organization allowing the Participant to participate, the Parties agree:

- a) That the Participant's physical condition has been verified by a medical doctor to participate in the sport of cycling and the activities, events and programs of the Organization;
- b) That the Parties have assessed the Participant's ability to participate appropriately and safely in the sport of cycling and the activities, events and programs of the Organization;
- c) That the rules of participation must be followed and that the sole responsibility for the Participant's safety remains with the Parties, including physical and emotional preparation and fitness;
- d) To remove the Participant if they sense or observe any unusual hazard or unsafe condition; or if Participant feels unable or unfit to safely continue;
- e) To ASSUME all risks arising out of, associated with or related to my participation;
- f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and
- g) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the sport of cycling, my presence at any venue, the events, activities or programs of the Organization, and/or my traveling to or from the events, activities or programs of the Organization, and/or from any breach of contract.

6. I (Parent/Guardian) hereby indemnify and hold harmless the Organization from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Organization that may be made or initiated by, or on behalf of the Participant, arising out of or connected with the Participant's preparation for or participation in, or both, or travel to or from any of the activities, events and programs of the Organization.

7. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

[By signing below, you agree to be bound this Agreement.]

 Name of Participant (Please Print)

 Date

 Date of Birth

 Name of Parent/Guardian (Please Print)

 Date

 Signature of Parent/Guardian

Race Licence Declaration (All licence applicants must sign)

- 1.** I hereby declare that I am aware of no reason why I should not be granted the requested licence.

I undertake to spontaneously return my licence in the event of any substantial change to the circumstances existing at the time of the application for a licence.

I declare that I have not applied for a licence for the same year to the UCI or to any other national federation.

I assume exclusive liability for this application and for the use that I shall make of the licence.

- 2.** I hereby undertake to respect the constitution and regulations of the International Cycling Union, its continental confederation and its national federations.

I declare that I have read or have had the opportunity to become acquainted with the aforesaid constitution and regulations.

I shall participate in cycling competitions or events in a sporting and fair manner.

I shall comply with all decisions rendered by the UCI and shall take any appeals and litigation before the authorities provided in the regulations.

I accept the Court of Arbitration for Sport (CAS) as the sole competent authority for appeals as provided in the UCI Regulations and under the conditions set out in these regulations, and for the rest, by the CAS Code of Arbitration for Sport.

I agree that any litigation with the UCI shall solely be submitted to the Court of Arbitration for Sport (CAS).

- 3.** I agree to abide and be bound by the UCI Anti-Doping Rules, as well as all documents adopted by the UCI in connection with its Anti-Doping Rules and in connection with the World Anti-Doping Code.

I agree to submit to in-competition and out-of-competition testing at any time as provided in the UCI Anti-Doping Rules and related documents. I agree that all samples collected from me under the UCI Anti-Doping Rules are owned by the UCI and that such ownership may be transferred by the UCI to another Anti-Doping Organisation, or ownership transferred from another Anti-Doping Organisations to the UCI.

I agree that all urine samples taken shall become the property of the UCI which may have them analysed, especially for the purposes of health protection research and information.

I agree that my doctor or the doctor of my club or team may, on a request from the UCI, communicate to it a list of any medicines I may take and treatment I may undergo before any given competition.

- 4.** I acknowledge and agree that my personal data processed as part of my licence application to my national federation shall be passed to and held by the UCI (Switzerland) and agree to such information being used for administration and governance purposes, including the management of results and rankings, as well as in relation to anti-doping activities and the prevention of the manipulation of competitions. I also agree that my personal information may be used and/or transmitted, when necessary, to other entities such as the World Anti-Doping Agency, the national Anti-Doping organisations, the Court of Arbitration for Sport, the judicial bodies of the UCI, the national and international authorities competent in relation to the following matters:

a. investigations and/or procedures in relation to potential violations of the UCI Regulations; and

b. any other processing operation of personal information that is legitimate and proportionate in the context of the administration and governance of cycling; and I have taken note that I may contact the UCI at the following address in order to exercise my right to request access, rectification or deletion of my personal information: support.ucidata@uci.ch.

Date: _____

Applicant Signature: _____

Parent/Guardian Signature (If athlete is under 18): _____

Anti-Doping Rule Violation (ADRV) Financial Consequences:

1. An individual who has been found to have committed an ADRV may not be subsequently named as a fully funded Participant on any CC project, including, but not limited to, Olympic or Paralympic Games, World Championships, World Cup, or other National Team projects.

2. In all circumstances where an ADRV is determined CC will:

a) recover all costs for the Participant's participation at events for which the Participant's results were disqualified due to an ADRV;

b) recover all costs for the conduct of the anti-doping hearing; and

c) obtain a fine proportionate to the seriousness of the violation in those cases where the Participant received the maximum applicable sanction pursuant to the CADP. All fines collected will be directed towards CC's anti-doping education programs.

YES I agree with these financial consequences

Initial to Confirm Agreement: _____

Concussion Safety Requirements (Athletes under 18)

Under the new Rowan's Law in Ontario, the following registrant categories are required to confirm that they have reviewed the Ontario Government's Concussion Awareness Resources:

- ALL registrants under the age of 26
- Parents/legal guardians of registrants under the age of 18
- Coaches
- Officials
- Trainers

In addition, the above registrant categories (exception officials) must also confirm they have reviewed the relevant **OCA Concussion Code of Conduct** (found below).

To fulfill these requirements prior to issuing a membership, please complete the below two step process and confirm that you have reviewed these items at the bottom of this page and the end of the document.

Parents/Legal Guardians must also approve these items for each athlete under 18 for membership to be granted.

1. Concussion Awareness Resources

Please review the age appropriate Government of Ontario Concussion Awareness Resource E-Booklet by clicking on the applicant's age appropriate link below.

This e-booklet will help you learn more about concussions so you can keep yourself and others active and safe — whether you're an athlete, student, parent, coach, official or educator. (It is recommended you download a copy and keep for future reference)

[Ages 10 and Under](#)

[Ages 11-14](#)

[Ages 15 and Up](#)

It is also recommended that all applicants and parents review the below links:

Concussion Safety

<https://www.ontario.ca/page/rowans-law-concussion-safety>

Concussion Awareness Resources

<https://www.ontario.ca/page/rowans-law-concussion-awareness-resources>

I confirm that I have reviewed the Ontario Government Concussion Awareness Resources

2. Concussion Code of Conduct for Athletes and Parents/Guardians (for athletes under 18 year of age)

This Concussion Code of Conduct is for athletes and parents/guardians. Items marked with an asterisk * are mandatory by O.Reg. 161/19: General.

I will help prevent concussions by:

- Wearing the proper equipment for my sport and wearing it correctly.
- Developing my skills and strength so that I can participate to the best of my ability.
- Respecting the rules of my sport or activity.
- Committing to fair play and respect for all (respecting other athletes, coaches, team trainers and officials).

I will care for my health and safety by taking concussions seriously, and I understand that:

- A concussion is a brain injury that can have both short- and long-term effects.
- A blow to my head, face or neck, or a blow to the body that causes the brain to move around inside the skull may cause a concussion.
- I don't need to lose consciousness to have had a concussion.
- I have a commitment to concussion recognition and reporting, including self-reporting of a possible concussion and reporting to a designated person when an individual suspects that another individual may have sustained a concussion.* (Meaning: If I think I might have a concussion I should stop participating in further training, practice or competition immediately, or tell an adult if I think another athlete has a concussion).
- Continuing to participate in further training, practice or competition with a possible concussion increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries.

I will not hide concussion symptoms. I will speak up for myself and others.

- I will not hide my symptoms. I will tell a coach, official, team trainer, parent or another adult I trust if I experience any symptoms of concussion.
- If someone else tells me about concussion symptoms, or I see signs they might have a concussion, I will tell a coach, official, team trainer, parent or another adult I trust so they can help.
- I understand that if I have a suspected concussion, I will be removed from sport and that I will not be able to return to training, practice or competition until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice or competition.

- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with the athlete’s school and any other sport organization with which the athlete has registered* (Meaning: If I am diagnosed with a concussion, I understand that letting all of my other coaches and teachers know about my injury will help them support me while I recover.)

I will take the time I need to recover, because it is important for my health.

- I understand my commitment to supporting the return-to-sport process* (I will have to follow the Ontario Cycling Association’s Return-to-Cycling Protocol found in our Concussion Policy.
- I understand I will have to be medically cleared by a medical doctor or nurse practitioner before returning to training, practice or competition.
- I will respect my coaches, team trainers, parents, health-care professionals, and medical doctors and nurse practitioners, regarding my health and safety.
- I understand that a failure to follow the Concussion Code of Conduct may result in a fine of up to \$1,000 to an athlete, parent/legal guardian or coach and/or other sanctions

[DOWNLOAD OCA CONCUSSION POLICY](#)

I confirm that I have fully reviewed and commit to this Concussion Code of Conduct.

By checking here, I acknowledge and confirm that I have fully reviewed and commit to the Ontario Government Concussion Awareness Resources and the OCA Concussion Code of Conduct.

By checking here, I, as the parent/legal guardian of (INSERT ATHLETE NAME) _____, acknowledge and confirm that I have fully reviewed and commit to the Ontario Government Concussion Awareness Resources and the OCA Concussion Code of Conduct.

As the Parent/Legal Guardian, please complete the below to confirm the agreement

Date: _____

Parent/Legal Guardian Name (Print): _____

Parent/Legal Guardian Signature: _____

Athlete Name Signature: _____