



# West Vancouver Little League

COVID-19 RETURN TO PLAY PROTOCOL

NOVEMBER 2020



## COVID SAFETY PLAN

The Board of West Vancouver Little League considers the health and safety of players, coaches and volunteers, and everyone at the fields our top priority. We have assessed the risks and taken reasonable steps to minimize the risk of transmission of Covid-19. It is intended to allow WVLL baseball players to continue to practice and play at various parks around West Vancouver. Implementation of the Return to Play Plan is to be monitored and updated as necessary when circumstances or provincial guidance change.

The ***Return to Sport Guidelines for BC*** outlined by viaSport indicate that Sport is currently in Phase 3, pursuant to further restrictions outlined below.

## NOVEMBER 19, 2020 UPDATE

On November 19, 2020, the Provincial Health Officer (PHO) implemented province-wide restrictions in effect until December 7, 2020. ViaSport's update states that, "Games, competitions, training and practice, such as those outlined in the viaSport Phase 3 Guidelines, can continue ***without spectators and restricted to your local community.***"

Further clarification was provided by PHO on Monday November 23, 2020 which stated that "the intent of the restrictions is directed at teams travelling between regions and tournaments." As such, WVLL has deemed it appropriate for individual athletes who live outside West Vancouver to travel to train in West Vancouver.

## TRANSMISSION OF COVID-19

COVID-19 virus is transmitted via liquid droplets when a person coughs or sneezes, but also potentially when they are talking in very close proximity to another person. The virus in these droplets then can enter the body of another person when that person breathes in the droplets or when the droplets touch the eyes, nose or throat of that person. It can also spread if you touch a contaminated surface and then touch your face. Unfortunately, human beings touch their faces often throughout the day, much more than they realize. Transmission is less likely in an outdoor setting where there is more space for people to keep physically distanced. However, in the context of sports, even outdoors there can be risks from high-touch surfaces because many sports involve objects that are normally shared among players, coaches or volunteers (balls, equipment, etc.).



## SYMPTOMS OF COVID-19

The symptoms of COVID-19 are similar to other respiratory illnesses, including the flu and the common cold. The symptoms are:

- Fever
- Chills
- Cough
- Shortness of Breath
- Sore throat
- Loss of smell
- Stuffed up or runny nose
- Headaches
- Muscle aches
- Loss of appetite

(source: BCCDC June 12,2020)

## ASSESSMENT OF RISK OF TRANSMISSION

WVLL has assessed the risks at our fields and have identified areas where there may be risks, either through close physical proximity or through contaminated surfaces. The closer together individuals are and the longer they are close to each other, the greater the risk. Identified risk areas are as follows:

- Areas where people gather (outdoors has lower risk than indoors),
- Poor personal hygiene,
- Situations and processes where individuals are close to one another,
- Equipment that may be shared by individuals, and
- Surfaces that people touch frequently.

## CONTROLS TO REDUCE THE RISK OF TRANSMISSION

The key controls to reduce the risk of passing on the COVID-19 virus at play are:

1. ENSURE PEOPLE WHO MAY HAVE BEEN EXPOSED TO COVID-19 SELF-ISOLATE, AND DO NOT PRACTICE OR PLAY:
  - Completion of daily health questionnaire prior to each session– Appendix A. To assist in facilitating contact tracing, participation records and health screening records will be maintained on a daily basis.
  - Completion of Health Declaration of Compliance (Appendix B) prior to participation in the program. If there are any changes to the responses contained within an individual’s Health Declaration any time after submitting the form, the individual must notify the Club immediately in writing of this change and not attend any Club program until they are able to pass the Health Declaration again.



## 2. ENSURE SEPARATION DISTANCES:

- Maintain minimum 2 m physical distance when outside the field of play (ie: hallways, change rooms, staging areas).
- Participants may consider wearing a mask during training outdoors. Coaches will be required to wear a mask when they are unable to maintain 2m physical distance.
- Masks are mandatory when training in the batting cage at Rick Genest field. A maximum of 4 participants are allowed in the batting cage at one time.
- Participants should not arrive more than 15 min. before scheduled start time and must leave immediately after the program.
- Dug outs are not to be used.
- Individuals should wear masks when outside the field of play.
- No physical contact between participants (handshaking, high-5).
- No team huddles before, during or after the practice for coaching or teaching purposes unless 2 m physical distancing requirements are adhered to.

## 3. LIMIT THE NUMBER AND MOVEMENT OF PEOPLE AT THE FIELD:

- Participants and spectators limited to 50 people.
- No drop ins allowed; pre-registration is required for all programs.
- Limited travel – further limited due to PHO restrictions announced Nov 19, 2020.

## 4. ENCOURAGE PRACTICING OF GOOD PERSONAL HYGIENE:

- No sharing of water or food, no spitting, no gum or sunflower seeds, no sharing of personal equipment.
- Hand sanitizer should be available at the field and participants will be required to sanitize their hands upon arrival.
- Reminders to avoid touching eyes, nose and mouth.

## 5. ENHANCED CLEANING PROTOCOLS IN PLACE AND MINIMAL SHARED EQUIPMENT:

- Frequent cleaning of high touch surfaces.
- Coaches responsible for all equipment cleaning.
- Only coaches to handle equipment set up/take down.

## 6. FIRST AID

- In the event that first aid is required to be administered during an activity, all person(s) attending to the injured individual must wear a mask and gloves.
- If possible, the injured person should also be provided a mask and gloves. If practicable, the injured person should tend to themselves with the verbal direction of a first-aid attendant.



## 7. COMMUNICATION

- Volunteers and participants should be trained on the Return to Sport Plan (as appropriate to age/role).
- This Return to Sport Plan will be available on WVLL's website along with updates and changes as announced.

## 8. COMPLIANCE AND ATHLETE DISMISSAL

- WVLL reserves the right to remove any participant from its programs at any time and for any reason if any WVLL volunteers believe, in their sole discretion, that the participant is not complying with any of the terms described in this document. If a participant is removed for violation of WVLL's Return to Play Protocol, there will be no refund provided.

## 9. AN INDIVIDUAL FEELS UNWELL

- In the event an individual (coach, volunteer, participant), the individual must be immediately separated from the training group and moved to a designated isolation area.
- The individual must be picked up immediately by a parent or legal guardian.
- All equipment and surfaces must be cleaned and disinfected immediately after the individual is moved to the isolation area.
- WVLL will follow up with the individual, abide by the recommendations of the health care authority and will provide the names and contact information of all athletes at the training sessions if requested for contact tracing.

## INSURANCE AND LIABILITY RISK MITIGATION

The following revised documents shall be completed by participants before being allowed to participate.

- **Waivers and Releases** have been reviewed to confirm that they are broad enough to encompass COVID-19 related risks. Such documents do explicitly reference COVID-19 related risks. Participants must read and sign acknowledging their acceptance of the risks prior to participating in any program or activity (Appendix C).
- **Declaration of Compliance** lays out the personal duties required of participants when entering WVLL facilities and/or participating in club activities under the WVLL Return to Play Plan (Appendix B).



## APPENDIX A – DAILY HEALTH SCREENING QUESTIONNAIRE

This questionnaire must be completed by each individual prior to participation in each club activity. This questionnaire may be completed verbally. The answer to all questions must be “No” in order to participate in each club activity.

1. Do you have a fever? (Feeling hot to the touch, a temperature of 37.8C or higher)
2. Do you have any of the following symptoms?
  - Cough
  - Shortness of breath
  - Runny nose, sneezing or nasal congestion (not related to other known causes such as seasonal allergies, etc.)
  - Sore throat
  - Difficulty Swallowing
  - Lost sense of taste or smell
3. Have you travelled outside of Canada in the past 14 days?
4. Have you been taking care of or living with anyone that has travelled outside of Canada in the past 14 days?
5. Have you taken care of or lived with anyone in the past 14 days who has a new cough, fever or difficulty breathing or a confirmed case of COVID-19?

If an individual answers “Yes” to any of these questions, they are not permitted to participate in any club activities until they are able to answer “No” to all questions.



## APPENDIX B – HEALTH DECLARATION OF COMPLIANCE – COVID-19

This document will be provided to (and should be completed by) all Participants in electronic format.

Participant's Name (print): \_\_\_\_\_

Participant's Parent/Guardian \_\_\_\_\_

(if the Participant is under the age of majority)

WVLL requires disclosure of exposure or illness in order to safeguard the health and safety of all participants and limit the further outbreak of COVID-19. This Declaration of Compliance will be kept safely, and personal information will not be disclosed unless as required by law or with your consent.

A Participant (or the Participant's parent/guardian, if the Participant is under the age of majority) who is unable to agree to the terms outlined in this document is not permitted to participate in the Organization's activities, programs, or services at this time.

- I, the undersigned being the Participant or the Participant's Parent/Guardian (if the Participant is under the age of majority), hereby acknowledge and agree to the terms outlined in this document:
- The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19 and requires all Participants (or their Parent/Guardian, when applicable) to adhere to the compliance standards described in this document.
- The Participant has not been diagnosed with COVID-19, **OR** if the Participant was diagnosed with COVID-19, the Participant was cleared as noncontagious by provincial or local public health authorities more than 14 days prior to the date this Declaration of Compliance was signed.
- The Participant has not been exposed to a person with a confirmed or suspected case of COVID-19; **OR** if the Participant was exposed to a person with a confirmed or suspected case of COVID-19, the date of exposure was more than 14 days prior to the date this Declaration of Compliance was signed.
- The Participant has not, nor has anyone in the Participant's household, experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, shortness of breath, respiratory illness, difficulty breathing).
- If the Participant, or if anyone in the Participant's household, experiences any cold or flu-like symptoms after submitting this Declaration of Compliance, the Participant will not attend any of the Organization's activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
- The Participant has not, nor has any member of the Participant's household, travelled to or had a lay-over in any country outside Canada in the past 14 days. If the Participant travels, or if anyone in the Participant's household travels, outside Canada after submitting this Declaration



of Compliance, the Participant will not attend any of the Organization's activities, programs or services until at least 14 days have passed since the date of return.

- The Participant is following recommended guidelines, including but not limited to, practicing physical distancing, trying to maintain separation of six feet from others, frequent handwashing, and otherwise limiting exposure to COVID-19.
- The Participant will follow the safety, physical distancing and hygiene protocols of the Organization as outlined in the BCO Return to Play Protocol.
- This document will remain in effect until the Organization, per the direction of the provincial government and provincial health officials, determines that the acknowledgements in this Declaration of Compliance are no longer required.
- The Organization may remove the Participant from participation in the activities, programs or services of the Organization at any time and for any reason if the Organization believes, in its sole discretion, that the Participant is no longer in compliance with any of the terms described in this document.
- The Participant consents to disclosing the information in this Declaration of Compliance and also consents to the Organization collecting their personal information for the purposes of risk management and contact tracing during the COVID-19 pandemic.
- If there are any changes to the responses contained within this Health Declaration any time after submitting this declaration, the Participant agrees to notify the Club immediately in writing of this change and not attend any of the Organization's activities until at least 14 days have passed and they are able to pass this Health Declaration again.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Parent/Guardian if under the age of majority)



**APPENDIX C – WAIVERS AND INDEMNITIES**

**WEST VANCOUVER LITTLE LEAGUE WAIVER, RELEASE, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT (MINORS) (the "Agreement")**

**WARNING: READ CAREFULLY!  
THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU WILL AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY WEST VANCOUVER LITTLE LEAGUE FOR INJURY, PROPERTY DAMAGE, ILLNESS AND DISEASE (INCLUDING COVID-19).**

**BY SIGNING THIS DOCUMENT, YOU WILL ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF COMMUNICABLE DISEASE (INCLUDING COVID-19) IS AN INHERENT RISK ASSOCIATED WITH YOUR CHILD'S PARTICIPATION IN THE ACTIVITIES DESCRIBED**

I, the undersigned Participant, understand that this Agreement is a binding legal agreement. Any clarification or questions or concerns must be raised before signing.

I understand that this Agreement is made for the benefit of West Vancouver Little League (the "**Organization**") and its directors, officers, agents, representatives, employees, coaches, volunteers, members, participants, spectators, independent contractors, subcontractors, sponsors, successors and assigns, Little League BC and The District of West Vancouver (collectively, the "**Releasees**").

I understand that the Organization will not permit the undersigned Participant to participate in any activities, events, programs or services provided, organized, offered, arranged, sponsored or sanctioned by or otherwise in any way connected with or to the Organization, including, but not limited to, practices, games, competitions, tournaments, training or conditioning programs or sessions, use of equipment, machines and facilities, orientation or instructional lessons or sessions and transportation to or from such activities, events, programs or services (the "**Activities**"), unless and until this Agreement is signed by the Participant's Parent/Guardian. In consideration of permitting the Participant to participate in the Activities, I acknowledge and agree to the following terms:

**1. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** I understand that there are many risks associated with my participation in the Activities (the "**Risks**"). **I UNDERSTAND THAT COVID-19 IS A SIGNIFICANT HEALTH RISK AND CARRIES A HIGH RISK OF TRANSMISSION THROUGH PHYSICAL OR SHARED CONTACT.** I acknowledge that the Risks include, but are not limited to, serious personal injury, death, property damage, illness, and disease (i.e. communicable diseases such as COVID-19, MRSA, and influenza). I further acknowledge that I am in the best position to assess the impact that a communicable disease may have on the Participant or on others with whom the Participant may transmit such disease. Examples of the Risks include, but are not limited to personal injury, death, property damage or illness resulting from:

- ❖ **HEALTH:** overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including COVID-19, MRSA, and influenza), bacteria, parasites or other organisms or mutations thereof.
- ❖ **CONDUCT:** the Participant's conduct and conduct of other persons, including any physical altercation between persons.
- ❖ **PREMISES:** defective, dangerous, or unsafe condition of the facilities; falls; collisions with objects, walls, equipment, or persons; dangerous, unsafe, or irregular conditions on the field of play or other surfaces; extreme weather conditions; and travel to and from premises.
- ❖ **EQUIPMENT:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within the Participant's ability.

**I FREELY ACCEPT AND ASSUME RESPONSIBILITY FOR THE RISKS.**

**The minor Participant is participating in the Activities voluntarily and willingly.**

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

# WEST VANCOUVER LITTLE LEAGUE WAIVER, RELEASE, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

## 2. WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY: I hereby agree as follows:

❖ I hereby waive any and all claims that I have or may have in the future against the Releasees in connection with the Participant's participation in the Activities.

❖ I hereby release and forever discharge the Releasees from any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease (including communicable diseases such as COVID-19, MRSA, and influenza) that the Participant, I, my next of kin or any other third party may suffer as a result of the Participant's participation in the Activities due to any cause whatsoever, whether arising from the NEGLIGENCE of the Releasees, breach of any statutory or other duty (including but not limited to the Occupiers Liability Act, R.S.B.C. 1996, c. 303), breach of contract, mistake or error of judgment of the Releasees, or otherwise. <sup>[SEP]</sup>

**3. INDEMNITY:** I hereby agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Releasees 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 Releasees.

**4. REPRESENTATIONS:** I am not relying on any oral, visual, or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

**5. JURISDICTION:** I agree that this Agreement and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia. Any litigation in any way relating to the Activities or to the matters addressed in this Agreement must be instituted in the Province of British Columbia.

**6. SEVERABILITY:** If any provision (or part of any provision) in this Agreement is held unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON MYSELF, MY HEIRS AND NEXT-OF-KIN.

\_\_\_\_\_  
**Name of Participant (Please Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date of Birth**

\_\_\_\_\_  
**Name of Parent/Guardian (Please Print)**

\_\_\_\_\_  
**Date**

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

**WEST VANCOUVER LITTLE LEAGUE WAIVER, RELEASE, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT (ADULTS) (the "Agreement")**

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**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU WILL AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY WEST VANCOUVER LITTLE LEAGUE FOR INJURY, PROPERTY DAMAGE, ILLNESS AND DISEASE (INCLUDING COVID-19).**

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I, the undersigned Participant, understand that this Agreement is a binding legal agreement. Any clarification or questions or concerns must be raised before signing.

I understand that this Agreement is made for the benefit of West Vancouver Little League (the "**Organization**") and its directors, officers, agents, representatives, employees, coaches, volunteers, members, participants, spectators, independent contractors, subcontractors, sponsors, successors and assigns, Little League BC and The District of West Vancouver (collectively, the "**Releasees**").

I understand that the Organization will not permit me to participate in any activities, events, programs or services provided, organized, offered, arranged, sponsored or sanctioned by or otherwise in any way connected with or to the Organization whether in the capacity as a coach or volunteer or a member, director, officer, agent, representative, employee, independent contractor, subcontractor or sponsor of the Organization or otherwise, including, but not limited to, practices, games, competitions, tournaments, training or conditioning programs or sessions, use of equipment, machines and facilities, orientation or instructional lessons or sessions and transportation to or from such activities, events, programs or services (the "**Activities**"), unless and until this Agreement is signed by the Participant. In consideration of permitting the Participant to participate in the Activities, I acknowledge and agree to the following terms:

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- ❖ **HEALTH:** overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including COVID-19, MRSA, and influenza), bacteria, parasites or other organisms or mutations thereof.
- ❖ **CONDUCT:** my own conduct and conduct of other persons, including any physical altercation between persons.
- ❖ **PREMISES:** defective, dangerous, or unsafe condition of the facilities; falls; collisions with objects, walls, equipment, or persons; dangerous, unsafe, or irregular conditions on the field of play or other surfaces; extreme weather conditions; and travel to and from premises.
- ❖ **EQUIPMENT:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my ability.

**I FREELY ACKNOWLEDGE THAT I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH OR RELATED TO THE ACTIVITIES AND I ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR THE RISKS**

\_\_\_\_\_  
**Participant's Signature**

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- ❖ I hereby waive any and all claims that I have or may have in the future against the Releasees in connection with my participation in the Activities.
- ❖ I hereby release and forever discharge the Releasees from any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease (including communicable diseases such as COVID-19, MRSA, and influenza) that I, my next of kin or any other third party may suffer as a result of my participation in the Activities due to any cause whatsoever, whether arising from the NEGLIGENCE of the Releasees, breach of any statutory or other duty (including but not limited to the Occupiers Liability Act, R.S.B.C. 1996, c. 303), breach of contract, mistake or error of judgment of the Releasees, or otherwise; and
- ❖ I hereby agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Releasees that may be made or initiated by, or on behalf of me, arising out of or connected with my preparation for or participation in, or both, or travel to or from any of the activities, events and programs of the Releasees.

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**5. SEVERABILITY:** If any provision (or part of any provision) in this Agreement is held unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

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\_\_\_\_\_  
**Name of Participant (Please Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

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I understand that the Organization will not permit the undersigned Participant to participate in any activities, events, programs or services provided, organized, offered, arranged, sponsored or sanctioned by or otherwise in any way connected with or to the Organization, including, but not limited to, practices, games, competitions, tournaments, training or conditioning programs or sessions, use of equipment, machines and facilities, orientation or instructional lessons or sessions and transportation to or from such activities, events, programs or services (the "**Activities**"), unless and until this Agreement is signed by the Participant's Parent/Guardian. In consideration of permitting the Participant to participate in the Activities, I acknowledge and agree to the following terms:

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**I FREELY ACCEPT AND ASSUME RESPONSIBILITY FOR THE RISKS.**

**The minor Participant is participating in the Activities voluntarily and willingly.**

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

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❖ I hereby release and forever discharge the Releasees from any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease (including communicable diseases such as COVID-19, MRSA, and influenza) that the Participant, I, my next of kin or any other third party may suffer as a result of the Participant's participation in the Activities due to any cause whatsoever, whether arising from the NEGLIGENCE of the Releasees, breach of any statutory or other duty (including but not limited to the Occupiers Liability Act, R.S.B.C. 1996, c. 303), breach of contract, mistake or error of judgment of the Releasees, or otherwise.

**3. INDEMNITY:** I hereby agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Releasees 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 Releasees.

**4. REPRESENTATIONS:** I am not relying on any oral, visual, or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

**5. JURISDICTION:** I agree that this Agreement and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia. Any litigation in any way relating to the Activities or to the matters addressed in this Agreement must be instituted in the Province of British Columbia.

**6. SEVERABILITY:** If any provision (or part of any provision) in this Agreement is held unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON MYSELF, MY HEIRS AND NEXT-OF-KIN.

\_\_\_\_\_  
**Name of Participant (Please Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date of Birth**

\_\_\_\_\_  
**Name of Parent/Guardian (Please Print)**

\_\_\_\_\_  
**Date**

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

**WEST VANCOUVER LITTLE LEAGUE WAIVER, RELEASE, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT (ADULTS) (the "Agreement")**

**WARNING: READ CAREFULLY!  
THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU WILL AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY WEST VANCOUVER LITTLE LEAGUE FOR INJURY, PROPERTY DAMAGE, ILLNESS AND DISEASE (INCLUDING COVID-19).**

**BY SIGNING THIS DOCUMENT, YOU WILL ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF COMMUNICABLE DISEASE (INCLUDING COVID-19) IS AN INHERENT RISK ASSOCIATED WITH YOUR PARTICIPATION IN THE ACTIVITIES DESCRIBED BELOW.**

I, the undersigned Participant, understand that this Agreement is a binding legal agreement. Any clarification or questions or concerns must be raised before signing.

I understand that this Agreement is made for the benefit of West Vancouver Little League (the "**Organization**") and its directors, officers, agents, representatives, employees, coaches, volunteers, members, participants, spectators, independent contractors, subcontractors, sponsors, successors and assigns, Little League BC and The District of West Vancouver (collectively, the "**Releasees**").

I understand that the Organization will not permit me to participate in any activities, events, programs or services provided, organized, offered, arranged, sponsored or sanctioned by or otherwise in any way connected with or to the Organization whether in the capacity as a coach or volunteer or a member, director, officer, agent, representative, employee, independent contractor, subcontractor or sponsor of the Organization or otherwise, including, but not limited to, practices, games, competitions, tournaments, training or conditioning programs or sessions, use of equipment, machines and facilities, orientation or instructional lessons or sessions and transportation to or from such activities, events, programs or services (the "**Activities**"), unless and until this Agreement is signed by the Participant. In consideration of permitting the Participant to participate in the Activities, I acknowledge and agree to the following terms:

**1. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** I understand that there are many risks associated with my participation in the Activities (the "**Risks**"). **I UNDERSTAND THAT COVID-19 IS A SIGNIFICANT HEALTH RISK AND CARRIES A HIGH RISK OF TRANSMISSION THROUGH PHYSICAL OR SHARED CONTACT.** I acknowledge that the Risks include, but are not limited to, serious personal injury, death, property damage, illness, and disease (i.e. communicable diseases such as COVID-19, MRSA, and influenza). I further acknowledge that I am in the best position to assess the impact that a communicable disease may have on me or on others with whom I may transmit such disease. Examples of the Risks include, but are not limited to personal injury, death, property damage or illness resulting from:

- ❖ **HEALTH:** overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including COVID-19, MRSA, and influenza), bacteria, parasites or other organisms or mutations thereof.
- ❖ **CONDUCT:** my own conduct and conduct of other persons, including any physical altercation between persons.
- ❖ **PREMISES:** defective, dangerous, or unsafe condition of the facilities; falls; collisions with objects, walls, equipment, or persons; dangerous, unsafe, or irregular conditions on the field of play or other surfaces; extreme weather conditions; and travel to and from premises.
- ❖ **EQUIPMENT:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my ability.

**I FREELY ACKNOWLEDGE THAT I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH OR RELATED TO THE ACTIVITIES AND I ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR THE RISKS**

\_\_\_\_\_  
**Participant's Signature**

**WEST VANCOUVER LITTLE LEAGUE WAIVER, RELEASE, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**2. WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY:** I hereby agree as follows:

- ❖ I hereby waive any and all claims that I have or may have in the future against the Releasees in connection with my participation in the Activities.
- ❖ I hereby release and forever discharge the Releasees from any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease (including communicable diseases such as COVID-19, MRSA, and influenza) that I, my next of kin or any other third party may suffer as a result of my participation in the Activities due to any cause whatsoever, whether arising from the NEGLIGENCE of the Releasees, breach of any statutory or other duty (including but not limited to the Occupiers Liability Act, R.S.B.C. 1996, c. 303), breach of contract, mistake or error of judgment of the Releasees, or otherwise; and
- ❖ I hereby agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Releasees that may be made or initiated by, or on behalf of me, arising out of or connected with my preparation for or participation in, or both, or travel to or from any of the activities, events and programs of the Releasees.

**3. REPRESENTATIONS:** I am not relying on any oral, visual, or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

**4. JURISDICTION:** I agree that this Agreement and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia. Any litigation in any way relating to the Activities or to the matters addressed in this Agreement must be instituted in the Province of British Columbia.

**5. SEVERABILITY:** If any provision (or part of any provision) in this Agreement is held unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON MYSELF, MY HEIRS AND NEXT-OF-KIN.

\_\_\_\_\_  
**Name of Participant (Please Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**



## RESOURCES

[https://www2.gov.bc.ca/gov/content/safety/emergency-preparedness-response-recovery/covid-19-provincial-support/restrictions?utm\\_source=PSO+Connector&utm\\_campaign=1214eb97aa-Sportscape\\_2019\\_COPY\\_02&utm\\_medium=email&utm\\_term=0\\_9305c55a53-1214eb97aa-384327605#athletics](https://www2.gov.bc.ca/gov/content/safety/emergency-preparedness-response-recovery/covid-19-provincial-support/restrictions?utm_source=PSO+Connector&utm_campaign=1214eb97aa-Sportscape_2019_COPY_02&utm_medium=email&utm_term=0_9305c55a53-1214eb97aa-384327605#athletics)

[https://www.viasport.ca/sites/default/files/Phase\\_3\\_Return\\_to\\_Sport\\_Guidelines\\_web\\_09-30-2020.pdf](https://www.viasport.ca/sites/default/files/Phase_3_Return_to_Sport_Guidelines_web_09-30-2020.pdf)