



# Prescott Curling Centre Inc.

439 Henry Street West  
P.O. Box 1482  
Prescott, Ontario K0E 1T0  
613-925-3145

Hello fellow curlers and welcome to COVID Curling. The pandemic has impacted our business just like many others. Across Ontario and Canada, Curling Clubs both small and large have elected not to open this season. Many others are in the same position as us, going through a registration process to determine if there is sufficient revenue to consider a January start. As previously communicated, the Board took the decision to not open in the fall. Through emails to members and Facebook postings we have described how the Return to Play guidelines will affect the game, as well as how compliance to government and local health regulations affect the social part of the game. Please be sure you have reviewed these before registering. It is not business as usual. You will find additions to the waiver addressing Covid-19. Additionally, you will be required to sign a declaration of compliance when you arrive to curl the first time.

The registration package provided here is for a Jan 2021 through April 2021 curling season. If you are planning to curl, we need your registration form back, paid in full by November 1<sup>st</sup>. The only way to offer a season is if we have sufficient funds collected to cover the start-up costs and the operating costs for the 4-month season. There is a nominal \$10 increase in fees, which will defray the extra cost of cleaning and sanitizing supplies.

The club will be open to accept in-person registrations as follows:

- Tuesday October 20 from 10 am to 1 pm
- Tuesday October 27 from 1 to 4 pm
- Wednesday October 28 from 6-9 pm

**Refund Policy** - If there are insufficient funds collected by November 1<sup>st</sup> then we will remain closed until next fall. In this case the registration fees collected will be refunded in full. If we do open in January and for some reason we are required to close before the end of the season, then we will offer a pro-rated refund. The refund amount will be based on the pool of fees remaining after covering all start-up and operating costs for the period open.



Aside from the “normal” work associated with installing and prepping the ice, we have additional work to prep the club for social distancing, sanitizing stations, signage, etc. We will wait to do this work until we see the numbers.

The registration shows all the leagues offered last year, so put down your choices. It is possible we will not have enough registrants to offer all of the leagues listed. We will review registrations and contact you with alternatives if we find it necessary to collapse or combine leagues. You will get a full refund if we cannot offer anything that works for you.

If you are choosing not to curl this year, we understand and hope to see you back next year. Please stay engaged, continue to follow us on Facebook, check the website, or contact a Board member to keep informed.

In closing, thanks again to the Board for all the work over the summer and fall and getting us to this point. Thank you to the members that have offered support and encouragement. And thank you to everyone that have already offered your financial support in the form of a donation.

Yours in curling, Gary

## Do you have a friend that should try curling? Here are some ideas to get them started:

- Tell them about our **Learn to Curl program**, join them for a session.
- Start playing **Wednesday or Friday night** and help them learn.
- Encourage them & show them it's **fun!**





## Registration Form for the January to April 2021 Season

Please select the leagues in which you would like to participate.

Submit this form and the signed Liability Waiver form  
with your dues payment before November 1, 2020 to:

Prescott Curling Club, PO Box 1482, Prescott ON, KOE 1T0

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Please read and sign the attached "Release of Liability, Waiver of Claims and Indemnity Agreement".

It must be signed and submitted before access to the ice can be permitted. Please submit it along with this registration form and your dues before November 1

### Membership Options

(Please mark your choices (X))

- Full membership (Ladies, Men, Seniors), \$358.41 + \$46.59 HST = \$405.00
- One Night Lite, \$238.94 + \$31.06 HST = \$270.00  
\*one Night Lite members may spare on other nights for \$15/game, payable to the convener
- Social Membership, \$70.80 + \$9.20 HST = \$80.00

ALL MEMBERSHIPS FEES WILL BE REFUNDED IN THE EVENT WE ARE UNABLE TO OPEN THIS SEASON.

### Evening Leagues

(one Night Lite choose only 1 night below)

- Monday Night Competitive** (please sign up as a team) An additional \$40 per team is payable to the convener.

Team Skip: \_\_\_\_\_  Spare only

- Tuesday "Learn to Curl"**  
(does not count as 'one night' for Lite members)

- Wednesday Night Mixed** (teams will be changed throughout the season)  Spare only

- Thursday Night Ladies**  Spare only

- Friday Night Mixed** (please sign up as a team)

Team Skip: \_\_\_\_\_  Spare only

Please place me on a team

### Daytime Leagues

- Senior Men's Daytime**  
(Tuesday & Thursday 8:15 and 10:15 a.m.)

- Stick Curling**  
(Monday & Wednesday 1:00 p.m.)

- Tuesday Day Ladies** (1:00 p.m.)

- Friday Morning Mixed** (10:00 a.m.)

Spare only

**\*Note: Registration form, Liability Waiver and dues must be turned in by November 1.**



## CURLING CANADA - RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT *to be executed by participants over the Age of Majority*

**WARNING! Please read carefully. By signing this document, you will waive certain legal rights – including the right to sue**

1. This is a binding legal agreement. **Clarify any questions or concerns before signing.**
2. As a participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized by:

**Curling Canada  
Ontario Curling Association  
Ottawa Valley Curling Association  
Prescott Curling Centre Inc.**

(collectively the “Organization”), including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the “Activities”), the undersigned acknowledges and agrees to the following terms outlined in this agreement:

### Disclaimer

**Curling Canada  
Ontario Curling Association  
Ottawa Valley Curling Association  
Prescott Curling Centre Inc.**

and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the “Organization”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

***I have read and agree to be bound by paragraphs 1 and 2***

### Description and Acknowledgement of Risks

3. I understand and acknowledge that:
  - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous;
  - b) A pertinent risk to participating in the sport of curling is the risk of suffering serious head injury should I fall, trip, or stumble onto the ground or ice. It is highly recommended that I wear a helmet at all times when participating in the sport of curling;
  - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and *COVID-19*
  - d) 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; however, the Organization cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.
4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
  - a) Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.
  - b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from premises.
  - c) Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.
  - d) Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
  - e) Advice: negligent advice regarding the Activities.
  - f) Ability: Failing to act safely or within my own ability or within designated areas.
  - g) Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next.
  - h) Cyber: privacy breaches, hacking, technology malfunction or damage.



- i) Conduct: My conduct and conduct of other persons including any physical altercation between participants.
- j) Travel: Travel to and from the Activities.
- k) Negligence: My negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE ORGANIZATION, may increase the risk of damage, loss, personal injury or death. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of curling programs, some of which are referred to above.

**I have read and agree to be bound by paragraphs 3 and 4**

#### Terms

5. In consideration of the Organization allowing me to participate in the Activities, I agree:
- a) That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
  - b) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition;
  - c) To comply with the rules and regulations for participation in the Activities;
  - d) To comply with the rules of the facility or equipment;
  - e) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately;
  - f) The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way;
  - g) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
  - h) That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment;
  - i) *Covid-19*: that COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death.

#### Release of Liability and Disclaimer

6. In consideration of the Organization allowing me to participate, I agree:
- a) That the sole responsibility for my safety remains with me;
  - b) To ASSUME all risks arising out of, associated with or related to my participation;
  - c) That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
  - d) To WAIVE any and all claims that I may have now or in the future against the Organization;
  - e) 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;
  - f) To FOREVER RELEASE and INDEMNIFY 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 have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
  - g) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization;
  - h) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
  - i) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
  - j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

#### Jurisdiction

7. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the Province of Ontario and further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules.

**I have read and agree to be bound by paragraphs 5 to 7**

#### Acknowledgement

8. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

\_\_\_\_\_  
Name of Participant (print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date