



# Masters Registration 2020-21

Updated June 2020

## Athlete Information

First Name:				Last Name:		
Female	Male	Birthdate: YY / MM / DD	Health Care #:			
Email:						
Address:						
City:			Postal Code:			
Cell Phone:						

Please list and describe any medical concerns the coaching team needs to be aware of:

## Fees

Annual Membership Fee	\$70	\$70
Annual Fees (September 14, 2020 - June 19, 2021)	\$670	
Sessional Fees (Fall, Winter, Spring)	\$270	
Late Fee (athletes remitting registration after August 31, 2020)	\$50	
<b>TOTAL FEES</b> Cheques: payable to <b>Penguin Masters Swimming</b> e-Transfer: <a href="mailto:masters@penguinswimming.ca">masters@penguinswimming.ca</a>		

## Refund Policy (*applies to training fees only*)

80% prior to the 2nd week | 50% prior to the 4th week | 0% prior to the 5th week

## Athlete Agreement

I agree to pay the membership and training fees as described. Penguin Masters Swimming reserves the right to refuse and/or revoke registration applications and/or membership.

I have read the PIPA Consent Form with respect to the Alberta's Personal Information Protection Act (PIPA). I give permission for Penguin Masters Swimming to provide required information to Swimming/Natation Canada and Swim Alberta. I have read and agree to abide by and support the Masters Code of Conduct.

I acknowledge that the activity involves risk of injury, including the possibility of serious injury or death. Notwithstanding my acknowledgement of such risks, in consideration of Penguin Masters Swimming agreeing to allow me to participate in the activity, I hereby release and undertake indemnify and save harmless Penguin Masters Swimming and its officers, directors, employees, volunteers and representatives from any and all claims for loss, damage or injury to myself arising from participation in the activity and from all actions, claims and demands of every nature whatsoever which I, or my heirs, administrators and assigns may now or at any time hereafter have resulting directly or indirectly from such loss, damage or injury. I hereby consent to participate in Penguin Masters Swimming's competitive swimming program ("the activity") from on or about September 1, 2020 to on or about July 31, 2021, and in the case of an emergency, I give permission for myself to be taken to the nearest medical facility for necessary care.

DATED in Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

Athlete (please print): \_\_\_\_\_ Signature \_\_\_\_\_



# Masters Code of Conduct

*Updated June 2020*

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## **Masters Code of Conduct**

The Masters Code of Conduct protects the team's reputation in the community and athletes should consider it their responsibility to abide by the Code of Conduct and report any behaviour which does not adhere to the Code of Conduct to the coaching team.

Any Penguin Masters Swimming athlete not abiding by the Code of Conduct will be asked to change or stop that behaviour. If the athlete fails to comply, they will be asked to leave and disciplinary procedures will follow.

The Athlete Code of Conduct includes:

1. Treating all facilities, facility staff, coaches, teammates, and parents/guardians with respect at all times (including change rooms and off deck areas).
2. Maintaining high standards of behaviour, politeness and sportsmanship at all times.
3. Being respectful of property. The cost of repair and/or replacement of any damage or destruction, negligently or intentionally caused by an athlete to property will be payable by the athlete.
4. Conducting themselves in a reasonable and acceptable manner as outlined by the coaching team.

Examples of unacceptable behaviour include but are not limited to:

- a. unsportsmanlike and disrespectful conduct;
- b. breaking curfew;
- c. willful damage to property;
- d. committing any illegal act; and/or
- e. possession of illegal drugs.

Appropriate behaviour allows everyone the right to learn, to be safe, and to be treated with respect, courtesy and consideration. Consequently, appropriate behaviour with Penguin Masters Swimming is mandatory. Each person must take responsibility for his/her behaviour and make appropriate choices.

The coaching team holds the final word on any rules, regulations, or disciplinary action.

I \_\_\_\_\_ (please print name) as a Penguin Masters Swimming athlete, understand and agree to meet the Masters Code of Conduct.

\_\_\_\_\_  
Athlete's Signature

\_\_\_\_\_  
Date



# Masters PIPA Consent Form

Updated June 2020

The Alberta's Personal Information Protection Act (PIPA) requires that consent be obtained for the collection and use of personal information.

This includes many activities which occur regularly with Penguin Masters Swimming including the taking of photos and the use of names and description of athletes activities on the team website. We have listed below the types of activities where your information may be used. These activities are important to the operation of the team and require your consent. Please read carefully and complete the appropriate consent section below.

### Activities List

Standard operation activities include but are not limited to:

1. The use of the athlete's name and/or photos/video on the team's website and social media;
2. The taking of individual or team photos/video within the swimming community for team purposes;
3. The use within the team of the athlete's times or achievements; and/or
4. The taking of photos/video of practices or swim meets and their use by the media where athletes are not identified by name.

### Consent (please complete either A OR B only)

**A.** I \_\_\_\_\_ (please print name) hereby consent to the collection and use of all the information as listed and described in the above list.

\_\_\_\_\_  
Athlete's Signature

\_\_\_\_\_  
Date

**B.** I \_\_\_\_\_ (please print name) hereby consent to the collection and use of all the information as listed and described above except for the following:

Number: \_\_\_\_ Specify Concern: \_\_\_\_\_

Number: \_\_\_\_ Specify Concern: \_\_\_\_\_

Number: \_\_\_\_ Specify Concern: \_\_\_\_\_

\_\_\_\_\_  
Athlete's Signature

\_\_\_\_\_  
Date

ADULT'S USE OF UNIVERSITY FACILITIES AND/OR PARTICIPATING IN UNIVERSITY  
ACTIVITIES DURING COVID-19 ~ WAIVER

**TO: THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY**

WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS, AND  
COVENANT NOT TO SUE (the Agreement)

**WARNING: By entering into this Agreement you indicate that you understand the risks associated with using University facilities, and/or participating in University Activity(ies), and that you are aware that by using University facilities and/or participating in University Activity(ies) you will be exposed to the risks identified below.**

**PLEASE READ CAREFULLY!**

NAME OF PARTICIPANT: \_\_\_\_\_

ADDRESS OF PARTICIPANT: \_\_\_\_\_

ACTIVITY NAME : Using University Facilities and/or participating in University Activity(ies) On MacEwan University Campuses

ACTIVITY DATE: \_\_\_\_\_

The Alberta Government declared a province-wide state of emergency under *The Emergency Management Act* on March 17, 2020 to protect the health and safety of all Albertans and to reduce the spread of the novel coronavirus (or **COVID-19**). **COVID-19** is easily spread by contact with droplets produced by people who have the virus.

The Board of Governors of the Grant MacEwan University (the **University**) has put in place measures to reduce the spread of **COVID-19**, however the University cannot guarantee that any individual attending the University Campus, using the University's facilities, or participating in activities organized by the University, whether on-campus or off-campus (collectively, the **University Activities**) will not become infected with **COVID-19**. Further, attending the University Campus and/or participating in the University Activities, could increase the risk of contracting **COVID-19**.

You are being asked to carefully review, confirm and agree to the statements made below.

**In agreeing to participate in University Activities or use University facilities, I understand that the University will not be liable for any loss, injury or death resulting from the risks outlined herein. I agree to waive my right to sue the University for any loss, injury or death resulting from the risks outlined within this Agreement.**

**A. Agreement Not to Use University Facilities or Participate in University Activities if Symptomatic**

On behalf of myself, I certify as follows:

1. No one in my household(s) is experiencing any symptoms of illness, including symptoms that resemble a cold. Symptoms include, but are not limited to: cough, fever, shortness of breath or difficulty breathing, runny nose, stuffy nose, sore throat, painful swallowing, headache, chills, muscle or joint aches, feeling unwell in general, new fatigue or severe exhaustion, gastrointestinal symptoms (such as nausea, vomiting, diarrhea, or unexplained loss of appetite), loss of sense of smell or taste, or pink eye.
2. I understand that the list of symptoms noted above is constantly evolving, and I will make best efforts to monitor the most current information from the Government of Alberta at the following link before Using University Facilities or Participating in University Activities: <https://www.alberta.ca/coronavirus-info-for-albertans.aspx>

3. I will check my temperature each day and will ensure I do not have a fever before Using University Facilities or Participating in University Activities.
4. I will not Use University Facilities or Participate in University Activities if anyone in my household(s) is sick, even if the symptoms resemble a mild cold. If anyone in my household(s) is sick or symptomatic, I agree to not Use University Facilities or Participate in University Activities **and will inform the University by emailing [hse@macewan.ca](mailto:hse@macewan.ca)**.
5. I have read and understand the risks of not conforming with the safety and hygiene protocols that have been adopted by the University, and are posted on the Government of Alberta's website (<https://www.alberta.ca/prevent-the-spread.aspx>) in advance of Using University Facilities or Participating in University Activities. I also understand that I must follow these safety and hygiene protocols.

I further certify that:

1. No one in my household(s) has travelled internationally in the past fourteen (14) days.
2. No one in my household(s) believes that they have been exposed to a person with a confirmed or suspected diagnosis of **COVID-19** within the last 14 days.
3. No one in my household(s) has been diagnosed with **COVID-19** within the past 2 months and/or is being directed by Alberta Health Services to self-isolate.
4. The individuals in my household(s) are following recommended guidelines as much as possible including, but not limited to: practicing social distancing by maintaining a separation of at least six (6) feet or two (2) metres from others who are not part of their household(s), engaging in proper handwashing, respecting inter-provincial travel recommendations, and otherwise limiting their exposure to **COVID-19**.
5. If my answers to any of the above statements change prior to me Using University Facilities or Participating in University Activities or during my Use of University Facilities or Participating in University Activities, I will not attend the University campus and will withdraw from Using University Facilities or Participating in University Activities and will inform the University by emailing [hse@macewan.ca](mailto:hse@macewan.ca).

### **B. Assumption of Risk**

The University is attempting to limit the risk of exposure to **COVID-19** by using reasonable efforts to follow the health and safety guidelines recommended by the provincial and federal health authorities. Nevertheless, I understand that there remains a risk that I could contract **COVID-19** by attending the University Campus, Using University Facilities or Participating in University Activities. I therefore acknowledge and agree as follows:

1. I acknowledge that **COVID-19** is easily spread by contact with droplets produced by people who have the virus and I voluntarily assume the risk that I may be exposed to or infected by **COVID-19** while Using University Facilities or Participating in University Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death to members of my household(s).
2. I acknowledge that it is my responsibility to ensure I learn and follow all health, safety and other rules established by the University. I understand that any behaviour on my part that places others at risk could result in immediate termination of my right to Use University Facilities or Participate in University Activities.

### **C. Waiver of Liability, Release and Indemnification**

In consideration of the University permitting me to Use University Facilities or Participate in University Activities, I agree as follows:

1. **To waive any and all claims that I may have in the future against the University**, its members, officers, employees, students, agents, volunteers and independent contractors (collectively referred to as the **Releasees**).
2. **To release the Releasees from any and all liability** for any loss, damage, injury, illness, death or expense that I may, or that members of my household(s) may suffer, including the contraction of **COVID-19**, as a result of my attending the University Campus, Using University Facilities or Participating in University Activities, including such loss, damage, injury, illness, death or expense that is caused by the negligence, breach of contract, or breach of any statutory or other duty of care (including any duty of care owed under the *Occupier's Liability Act*, RSA 2000 c. 0-4, as amended) on the part of the Releasees.
3. **To hold harmless and indemnify the Releasees** from any and all liability, causes of action, claims, judgments, costs and expenses (including legal fees) that I, a member of my household(s), or any third party may suffer as a result of my attending the University Campus, Using University Facilities or Participating in University Activities, including due to any act, omission, or negligence of the Releasees.
4. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

This Agreement shall be governed by and construed in accordance with the laws in force in the province of Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes, and actions arising out of and related to attending the University Campus, Using University Facilities or Participating in University Activities and this waiver and the parties hereby attorn to the jurisdiction of Alberta courts.

I have carefully read, fully understand, have had an opportunity to consult with a lawyer, and freely and voluntarily accept the terms contained within this Agreement and **understand that I, on my own behalf, am giving up substantial rights and accepting the risk that I may come into contact with, be exposed to, or be diagnosed with COVID-19 following my attending the University campus, Use of the University Facilities and/or participating in University Activities.**

I confirm that I have authority to enter into this Agreement and understand that the terms contained herein are legally binding. I understand and agree that the assumption of risk contemplated herein is intended to be as broad and inclusive as possible by the applicable laws of Canada and that if any portion hereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
WITNESS SIGNATURE (Non Family Member)

\_\_\_\_\_  
WITNESS NAME (please print)

**This Agreement must be completed in full, without alteration, signed, dated and witnessed, and where indicated above paragraphs must be initialed before I may use University Facilities and/or participate in University Activity(ies)**