

BADMINTON ONTARIO (Version 4 – Sept 28, 2020)
TERMS AND CONDITIONS – ANNUAL MEMBERSHIP AND LICENSE

MEMBERSHIP AND ANNUAL LICENSE

As a condition of registration for membership, a Participant (or the Participant's parent/guardian, if the Participant is younger than the age of the majority) agree to the following terms:

1. When purchasing a membership, a Participant will be issued a single Member ID which shall be their permanent Member ID so long as they participate in the sport of badminton anywhere in Canada, unless extenuating circumstances arise that justify the issuance of a different Member ID. Badminton Canada, in consultation with its Member, the Provincial Sports Organization Badminton Ontario (the "PSO") that issued the Participant's Member ID, shall have the sole authority to determine what constitutes exceptional circumstances for the purpose of determining whether a Participant may be issued a different Member ID.
2. All memberships shall include an embedded Badminton Canada membership; however, all memberships shall be between the PSO and the Participant, and may, for players, be issued for participation at the national, provincial, regional or local level, while coach and official memberships may be issued at the national or provincial level.
3. A Participant may hold multiple memberships and multiple types of memberships (i.e., as a coach, player or official) issued by different Members; however, a Participant may only compete for or represent a single Member for the term for which their memberships is issued. For further clarity, a single Member is a Member of Badminton Canada, including a Provincial or Territorial Sport Organization.
4. Notwithstanding the aforementioned, while a Participant may only compete for a single Member during the term of a memberships, they may coach or officiate for another Member during that same term.
5. The PSO has authority to define the benefits included with a membership and may impose further eligibility requirements or other terms or conditions from time to time that a Participant must comply with in order to obtain a membership (or maintain their membership) with the PSO.
6. All Participants are required to familiarize themselves with the benefits included with a membership issued by the PSO, as well as the eligibility requirements or other terms or conditions of a membership that may be imposed by the PSO.
7. The PSO shall have the authority to determine the term of any membership issued to a Participant.
8. A Participant may only apply for a membership with the PSO if the Participant is a primary resident of Ontario. The Participant shall have the responsibility for establishing primary residency in Ontario and shall do so by providing any of the following to the PSO:
 - An Ontario health card or driver's license;
 - Evidence that the Participant's primary residence is located in Ontario ; or
 - In the case of a minor or a student who is studying in a different province, territory or country, proof that their parent or guardian is a primary resident in Ontario.

If the applicant cannot provide any of these items, please provide a reason:

9. A Participant who has left Ontario on a temporary basis for training or education reasons may apply for a membership with the PSO if they can provide evidence of primary residency as outlined immediately above.
10. Should a Participant not satisfy any of the conditions mentioned above, they may nevertheless apply for a membership from the PSO if it has previously issued a membership to the Participant and if they have strong ties and that they wish to continue to exclusively represent the PSO. In such circumstances, before issuing a membership, the PSO must consult with Badminton Canada, which may, in its absolute discretion, decide whether the Participant should be issued a membership by the PSO.

A Participant's failure to adhere to these terms may result in immediate revocation of the Participant's membership. Further, should any Participant provide the PSO or Badminton Canada with fraudulent information or documentation or should they make any misrepresentation to the PSO or Badminton Canada when applying for a membership, their

membership will be immediately revoked and the Participant may be subject to further discipline in accordance with the relevant disciplinary policy of the PSO or Badminton Canada.

CONSENT FOR USE OF PERSONAL INFORMATION AND PHOTO RELEASE

The Participant (and the Participant's parent/guardian if applicable) authorize the Club, the PSO, and Badminton Canada (collectively the "Organizations") to collect and use personal information about the Participant for the purpose of receiving communications and the purposes described in the Organizations' policies relating to privacy.

The Participant (and the Participant's parent/guardian, if applicable) grants permission to the Organizations to photograph and/or record the Participant's image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the sport, the Organizations, and/or the Organizations' Activities through social media, newsletters, websites, television, film, radio, print and/or displays. The Participant (or the Participant's parent/guardian, if applicable) understands that they waive any claim to remuneration for use of audio/visual materials used for these purposes. Permission may be withdrawn at any time by contacting the Organizations' Privacy Officers. The Privacy Officer will advise the implications of such withdrawal.

WAIVER AND ASSUMPTION OF RISK

If the Participant is older than the age of majority, the Participant has acknowledged the risks described in the **ASSUMPTION OF RISK AND WAIVER OF CLAIMS AND LIABILITY AGREEMENT**. The Participant has agreed to assume all risks arising out of, or associated with, the Participant's participation and agrees to forever release the Club, PSO, and Badminton Canada (collectively the "Organizations") from all liability from any and all claims the Participant may have including those that may be related to the Organizations' negligence.

If the Participant is younger than the age of majority, the Participant's parent/guardian has acknowledged the risks described in the **ASSUMPTION OF RISK AND WAIVER OF CLAIMS AND LIABILITY AGREEMENT**. The Participant's parent/guardian has agreed that they are informed about the risks and dangers to the Participant.

The **ASSUMPTION OF RISK AND WAIVER OF CLAIMS AND LIABILITY AGREEMENT** is found on the PSO website at www.badmintonontario.ca

CONCUSSION AWARENESS RESOURCES

I recognize that if I am under the age of 26 years old, I must review the following Concussion Awareness resources at least once a year:

- a) [Ages 10 and under](#)
- b) [Ages 11-14](#)
- c) [Ages 15+](#)

I recognize that Parents/Guardians of participants under 18 years old, and coaches and trainers who are interacting with athletes under the age of 26 years old, and tournament officials must also review the Concussion Awareness resources.

By executing this Registration Form, I certify for myself and/or on behalf of my participant who is under 18 years old, that the Concussion Awareness resources available on the Badminton Ontario and the Coaches Association of Ontario website have been reviewed.

STATUS OF ACTIVITIES

The Participant is voluntarily participating in the sport of badminton and the spectating, orientation, instruction, activities, competitions, programs, and services (collectively the “Activities”) of the Club, the PSO, and/or Badminton Canada (“collectively the Organizations”).

The Participant (and the Participant’s parent/guardian, if applicable) agrees that the Organizations have the discretion to cancel any scheduled Activities. The Organizations have no responsibilities to the Participant (including refunding registration fees or paying for any costs associated with travel) if an Activity is canceled or postponed by the Organizations or for any other reason including a public health or safety issue.

The Participant (and the Participant’s parent/guardian, if applicable) agrees that the Organizations have the discretion to modify the structure of any Activities due to a public health or safety issue, which may include removing specific disciplines or age groups from a competition, changing a competition format, or changing the manner in which individuals become eligible to participate.

The Participant (and the Participant’s parent/guardian, if applicable) agrees that the Organizations may implement and enforce guidelines for participation that may include ‘Return to Play’ protocols or the wearing of personal protective equipment by Participants (and their parents/guardians, if applicable). The Organizations have the discretion to remove any Participant (and their parents/guardians, if applicable) who does not comply with the Return to Play protocols or wear personal protective equipment. When required, the Participant is responsible for providing his or her own personal protective equipment. All policies and Return to Play protocols are available on the PSO website at www.badmintonontario.ca.

ACCEPTANCE OF TERMS AND CONDITIONS

The Participant (and the Participant’s parent/guardian, if applicable) pledges that they will abide by all applicable policies of the Club, PSO, and Badminton Canada. The Participant (and the Participant’s parent/guardian, if applicable) acknowledges that they have read this document in its entirety, provided accurate personal information, and have agreed to the terms and conditions in the following sections:

- Membership and Annual License
- Consent for Use of Personal Information and Photo Release
- Waiver and Assumption of Risk
- Member Information
- Status of Activities
- Concussion Awareness Resources

By clicking the box below, the name of the Participant below (and the name of the Participant’s parent/guardian, if applicable), agrees to accept the terms and conditions described in this document:

Version 4 Date: September, 28 2020

Signature:

Date of Signature: