

INVICTUS GAMES VANCOUVER WHISTLER 2025

MEDICAL CONSENT AND RELEASE OF LIABILITY

Provision of Health Care and Other Services

The Vancouver Whistler Games Corporation ("VWGC") will arrange for medical or surgical health care or other services for Accredited Individuals, as part of the Vancouver Whistler Invictus Games 2025 (the "Games"). "Accredited Individual" means an individual who has a recognized official role to perform in the Games and is granted an official and valid Invictus Identity and accreditation card (IIAC) to perform said role.

In consideration of the foregoing, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), I hereby covenant and agree as follows:

Consent to Medical Treatment and Other Assistance

- 1. I hereby authorize VWGC to arrange any and all investigations, assessments or medical or surgical treatments as may deemed medically necessary or desirable by VWGC, its staff and any suitably qualified health care custodian ("HCC") including without limitation any x-ray, examination, anesthetic, medical diagnosis or procedure and the administration of blood and/or blood products ("Health Care Services") and to other general assistance that I may require from time to time ("Other Services") (Health Care Services and Other Services, together the "Services"), if such Services are required for me during the Games.
- 2. I understand and accept that (i) VWGC, its staff and any HCC will, to the best of their ability, adequately inform me of the material risks and benefits of any Services I may need to undergo; and (ii) if I am of the opinion that I have not been so adequately informed, I will be responsible for bringing this to the attention of VWGC, its staff and any HCC.
- 3. I understand and accept that I may, at any time, refuse to undergo any particular procedure or treatment or accept any Service or other recommendations for treatment.
- 4. In the event I am incapacitated and unable to provide consent and approval for any Services, I hereby authorize _______, who can be contacted at _______ or (failing him/her/they), _______, who can be contacted at _______, to make a decision about the provision of Services on my behalf. These individuals are my substitute decision-makers. In the event these decision-makers cannot be reached in a reasonable period of time to

- provide such consent and approval, I hereby given consent to any HCC to authorize and/or provide such treatment without implication of any obligation to do so.
- 5. I acknowledge that VWGC, its staff and any HCC are under no obligation to provide any Services to me.

Acknowledgement and Assumption of Risk

- 6. I acknowledge and understand that there are inherent and significant risks associated with participation in the Games including, but not limited to the potential for serious personal injury caused by any event or any condition of the facilities or equipment provided or used by VWGC (the "Facilities") and related health risks including, but not limited to: light-headedness, fainting, increased or decreased blood pressure, chest discomfort, muscle cramps, broken bones, sprains, strains, bruises, concussion, hyperthermia, abnormal heart rate, soreness, nausea, heart attack, stroke and possibly death (the "Risks").
- 7. I understand that the Risks are relative to my level of fitness and health and to the awareness, care and skill which I demonstrate while participating in the Games.
- I understand that due to the many risks and benefits involved in the Games, all such risks and benefits may not be disclosed to me.
- I accept and assume all responsibility for all risks and possibilities of personal injury, death, property damage or loss resulting from my participation in the Games, including accidents or injuries that occur during use of the Facilities.
- 10. I acknowledge that there is an inherent risk of injury in using the Facilities, and freely accept these risks and agree to the terms of this Medical Consent and Release of Liability Form (the "Consent"), even if VWGC is found to be negligent or in breach of any duty of care or any obligation to me with respect to my participation in the Games or use of the Facilities.

Terms of Use

- 11. I agree to keep and obey all rules, regulations, and instructions now in force or in future prescribed by VWGC for the use of the Facilities and participation in the Games.
- 12. I agree to utilize the Facilities at all times in a proper manner so that the Risks that exist both within and outside the control of VWGC are minimized by my thoughtful and cautious use of the Facilities.



- 13. I agree to immediately inform VWGC and its staff upon feeling any pain, discomfort, fatigue, or other symptoms suffered by me during or immediately after participation in any activity forming part of the Games.
- 14. I understand that I may stop participation at any time and may be requested to do so by any employee or representative of VWGC who observes symptoms of distress or abnormal response from me.

Collection, Use and Disclosure of Personal and Health Information

15. I acknowledge that I have signed and returned to VWGC the VWGC Consent to Collection, Use and Disclosure of Individually Identifying Health Information, and, as such, have agreed to VWGC's collection, use and disclosure of personal and health information contemplated in this Consent.

Release

- 16. I do hereby agree, for myself, and my heirs, next of kin, executors, administrators, and assigns (collectively, the "Releasing Parties"):
 - a. to waive all claims that the Releasing Parties or any of them may have now or in the future against VWGC, its directors, officers, employees, representatives, insurers, agents, successors, and assigns (collectively, the "Released Parties");
 - b. to release and forever discharge the Released Parties from all liability for personal injury, death, property damage or loss resulting from my participation in the Games or receipt of any Services, or the collection, use, disclosure, storage or transfer of my personal health information (collectively referred to as "PHI"), due to any cause, including but not limited to negligence, breach of any duty imposed by law, breach of contract or mistake or error of judgment on the part of the Released Parties; and
 - c. to hold harmless and indemnity the Released Parties from all actions, proceedings, claims, damages, costs, demands, including hospital costs, court costs, and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in the Games, receipt of any Services, or the collection, use, disclosure, storage, or transfer of PHI.

Severability

17. In the event that any provision of this Consent is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remainder of this Consent will not be affected.

Entire Agreement

18. This Consent contains the full and complete understanding of the parties with respect to its subject matter and supersedes all prior representations and understandings concerning the same subject matter, whether oral or written.

Attornment

19. This Consent will be exclusively governed by and in accordance with the laws of the Province of British Columbia, and I agree that the Courts of the Province of British Columbia will have exclusive jurisdiction to hear any complaint, demand, claim, proceeding or cause of action whatsoever arising from or in connection with this Consent or the provision of any Services.

Miscellaneous

- I have read this document carefully and fully understand its terms, and I sign freely and voluntarily without any inducement.
- 21. I acknowledge that I may withdraw my consent at any time, but if I do so, I will be unable to continue to receive any Services as described above.
- 22. This Agreement shall be binding upon me, my heirs, next of kin, executors, and administrators.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS CONSENT FORM

Name of Participant
Signature of Participant
Signature of responsible guardian (if participant is under the age of 18)
Date