



CADS – NCD COVID-19 Risk Management Guidance

Version 1 (v1)

**COVID-19 Risk Management Guidance
for CADS-NCD Member Organizations**

CADS-NCD Board Approval Date: October 1, 2020

Revision Date: September 30, 2020

This document establishes a COVID-19 Risk Management framework for CADS-NCD member organizations based on the CADS National COVID-19 Risk Management Guidance, regional, and resort-specific considerations during the COVID-19 Outbreak



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Disclaimer

This framework is intended to be used for the purposes set in this document and is to provide a consistent and systematic framework for developing a provincially compliant Return to Snow Plan. Because information about the COVID-19 coronavirus, recommended health and safety measures, Provincial public health orders and other legal requirements can rapidly change no guarantee can be given as to the accuracy or completeness of any information provided in this Return to Snow Plan framework document.

This document is not a legal document and is to be used as a guide only. It is not a substitute for orders of the PHO or other legal requirements. It is subject to all applicable legal requirements, including human rights law. Nothing in this document is intended to take away anyone's rights under applicable law, including human rights law. In no circumstance will this document apply so that any person is entitled to less than they would be entitled to under applicable law. In the event of an ambiguity or conflict between this document and an applicable legal requirement, including human rights law, the applicable legal requirement will prevail. Nothing in this document is intended to provide legal advice. Do not treat this document as legal advice.

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BE ADVISED THAT PERSONAL INFORMATION MUST NOT BE INCLUDED IN THE RETURN TO SNOW PLAN

Personal information is any recorded information that uniquely identifies a person, such as name, address, telephone number, age, sex, race, religion, sexual orientation, disability, fingerprints, or blood type. It includes information about a person's health care, educational, financial, criminal or employment history. The Return to Snow Plan does however need to provide basic contact information related to the Responsible Executive Officer at the Division and at each Club within that Division.

Please Note: This plan is subject to human rights law. Nothing in this plan is intended to take away anyone's rights under applicable human rights legislation. In no circumstance will this plan apply so that any person is entitled to less than they would be entitled to under human rights law. In the event of any inconsistency between this plan and human rights law, human rights law will prevail.



Introduction and Overview

*CADS-NCD remains committed to the health and safety of our community, including all CADS-NCD members and their families. While eager to return to snow for the 2020-2021 season, additional precautions and protocols will be required to adapt our **Programs** to comply with Municipal, Provincial, and Federal authorities.*

*The CADS-NCD COVID-19 Risk Management Guidance establishes a risk management framework. CADS-NCD Programs must formally adopt the CADS – NCD COVID-19 Risk Management Guidance and must develop their own COVID 19 Risk Management Plan (also known as the Return to Snow Plan), or update their operational documentation/plan so it becomes a Return to Snow Plan. As a member organization / division of the national Canadian Adaptive Snowsports (CADS), this CADS – NCD COVID-19 Risk Management Guidance is informed by and follows the requirements of the CADS National COVID-19 Risk Management Guidance document current as of the **Revision Date**. As CADS-NCD guidance is informed not only by government authorities and CADS COVID-19 Risk Management Guidance, but also by the directives of each Program’s partner resort, operational specifics will vary for each Program.*

*Per guidance as of the **Revision Date**, CADS-NCD member Programs have until December 1, 2020 to provide the following to CADS National:*

- *Name a Safety Representative (alternately referred to as a COVID Safety Coordinator)*
- *Obtain CADS-NCD Divisional approval of their respective Return to Snow Plan (or equivalent)*
- *Provide the listing of events for sanctioning*

Of Note:

In support of CADS National member organization efforts to return to snow, CADS National has made a Return to Snow Grant available to eligible CADS Clubs with greater than 10 members in the amount of \$2.50/member (based on 2019-2020 membership) to a maximum amount of \$250.00 per Club. To be eligible, the Club must have adopted a Return to Snow Plan, intend to restart operations for the 2020-20221 season and be prepared to commit that the Club itself or through match funding, will spend at least the same amount as the grant on the Specific COVID-19 Use. CADS-NCD Programs (or Clubs) greatly appreciate this support, and will submit their Grant applications prior to the deadline of November 30th, 2020.



The CADS-NCD COVID-19 Risk Management Guidance is broken down into the 6 steps required to support Program-level Return to Snow Plans:

Step 1: Risk Assessment

Step 2: Establish Risk Reduction Protocols

Step 3: Document Procedure, and Develop Additional Policies as Required

Step 4: Develop Communication and Training Plans

Step 5: Assess and Address Risks During Operations

Step 6: Review, Monitor and Update the Plan as Needed

Any significant change in Provincial or Municipal Health Orders, resort-specific directive, COVID-19 outbreak, or other relevant consideration could result in CADS-NCD and/or CADS-NCD Program(s) revisiting Step 1 and adjusting protocols and policies as required.

*As of the **Revision Date**, Provincial Health Officer (PHO) mandates in Ontario and Quebec continue to be adjusted, and partner resorts have yet to finalize all directives for on and off snow operations. However, all partner resorts are planning to operate.*

Given the fluidity of the situation, detailed day-to-day operational guidance and related training will be delivered closer to the start of individual CADS-NCD Programs.



CADS-NCD Safety Representatives (COVID Safety Coordinators)

As outlined as a requirement in the CADS National COVID-19 Risk Management Guidance, CADS-NCD and each CADS-NCD Program have assigned a Safety Representative (otherwise known as a COVID Safety Coordinator) from amongst their Executive Officers to ensure implementation of safety protocols during on snow activities.

Ensuring that that member organizations of CADS-NCD, as well as CADS-NCD as a division of CADS formally adopt and follow appropriate precautions and protocols is the responsibility of our CADS-NCD COVID Safety Coordinators (Safety Representatives).

CADS-NCD Safety Coordinators will collaborate as necessary with the National COVID Safety Coordinator appointed by CADS National. As of the **Revision Date**, this is Mr. Christian Hrab, Managing Director of CADS National.

Division/Program	Responsible COVID Safety Coordinator (Safety Representative(s))	Division/Program Title
CADS-NCD <i>A division of CADS</i>	Russ Rumley Al McLarty*	Director Ski Operations Chair TC (Technical Committee)
Calabogie - ON <i>CADS-NCD Member Program</i>	Deb Blimkie	Program Director
Cascades - QC <i>CADS-NCD Member Program</i>	Vicki Mierins Alex MacPherson	Co-Program Coordinator Co-Program Coordinator
Edelweiss - QC <i>CADS-NCD Member Program</i>	Jeff Boucher	Program Coordinator
Pakenham - ON <i>CADS-NCD Member Program</i>	Al McLarty Dave McComb	Training Coordinator Operations Coordinator
Ski Hawks Ottawa (SHO) - QC <i>CADS-NCD Member Program</i>	Eric Lacasse	Technical Director
Winter Sports Clinic (WSC) - ON <i>CADS-NCD Member Program</i>	Deb Blimkie	WSC Executive

* Specifically in context of Technical Committee activities and/or operations.

Return to Snow Plan (by Step, as outlined in the CADS COVID-19 Risk Management Guidance)

Step 1: Risk Assessment

i. Provincial Clearance for Ski/Snow Resorts to Operate

Ontario	Quebec
<p>As of the Revision Date, Businesses in the ski and snow sector are permitted to open in Stage 3, subject to requirements set out in Ontario Regulation 364/20 (Rules for Areas in Stage 3) made under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020. Also as of the Revision Date, municipalities in which partner resorts are located in Stage 3.</p>	<p>Indoor and outdoor sports and leisure activities that are carried out individually or in groups as well as all other outdoor activities are permitted to resume regular operations as of the Revision Date. All indoor sports and leisure facilities as well as all outdoor public spaces are permitted to reopen.</p>

Note: As of the Revision Date, daily reported COVID-19 cases in the National Capital District have begun increasing again, and there is a belief a second wave may be building.

ii. Provincial Requirements for Sports Clubs to Resume Operations

Ontario	Quebec
<p>Ontario has identified and compiled safety guidelines and protocols that have been established by leaders in the sport and recreation sector to ensure that Ontarians can safely Return to Play. There are however, no mandated Provincial submissions required to return to play as of the Revision Date.</p> <p>It is important to note that facility owners are also responsible for ensuring that all activities are conducted in a manner that maintains physical distancing and upholds public health measures outlined in the Emergency Order. As such, support of CADS-NCD Program partner resorts to resume operations is critical.</p>	<p>Quebec has compiled Quebec Public Health Authority guidelines concerning the resumption of indoor and outdoor physical and sports activities carried out individually and in teams.</p> <p>While there are no mandate Provincial submissions by organizations such as CADS-NCD or CADS-NCD Programs to resume regular operations as of the Revision Date, our Programs cannot do so without the support of our partner resorts. Site managers may limit the number of clients admitted, or even close a site, to ensure compliance with the recommendations issued by public health authorities. In addition, the CNESST (Commission de la santé et de la sécurité du travail) has produced the Occupational Health and Safety Standards Guide for the Leisure, Sports and Outdoor Recreation Sector – COVID-19 to ensure the safety of employees working in facilities that are permitted to open.</p>

iii. Provincial Gathering Size and Other Restrictions

Ontario	Quebec
<p>As of the Revision Date, gatherings are now capped at 10 people inside (down from 50) and 25 outside (down from 100). Recreational activities such as ski and snow recreation are not subject to the gathering limits as of the Revision Date, however other limits may apply due to the nature of an individual business or partner resort.</p>	<p>As of the Revision Date, the rules concerning gatherings depend on the alert level in force. While the basic health recommendations apply to all alert levels, additional, more restrictive measures are implemented at Level 3 - Alert (orange) and Level 4 - Maximum Alert (red). As of the Revision Date, the Outaouais is at Level 3 per the Quebec Progressive regional alert and intervention system (COVID-19) page. Private gatherings are limited to 6 people or 2 families, and activities organized in a public setting is 25 people. As it relates specifically to the ski and snow recreation industry, additional guidance is expected to be forthcoming as of the Revision Date.</p>

Note Regarding Travel Restrictions:

Provincial: Early in COVID-19 lockdown, Quebec restricted entry to the Province across inter-Provincial bridges from Eastern Ontario to all but Quebec residents and essential travel. As of the **Revision Date**, while Quebec does not recommend inter-regional travel under a Level 3 - Alert (orange), it does not formally restrict it. Travel restrictions may be imposed under a Level 4 – Maximum Alert (Red). CADS-NCD and CANS-NCD Programs must monitor this in regards both to the geographic location of partner resorts, as well as Participants.

Federal: As of the **Revision Date**, the Canadian border is closed to non-citizen non-essential travel, and future extensions of the border closure are considered likely. As such, US-based volunteers are not expected to be available for any CADS-NCD Programs. (Relevant to WSC.)

iv. CADS-NCD Program Demographics

CADS-NCD Programs completed a review of available 2019-2020 program demographics to assist in 2020-2021 planning. Based in data for 2019-2020, CADS – NCD has a high proportion / number of instructors and volunteers over age 60 which causes potential risk of transmission, opt out, or unavailability possibly on short notice to participate on short notice due to factors associated with the pandemic. In addition, CADS – NCD has a significant number of students under 12, likely to be at early stages of ski/snowboard skill development which potentially increases risk of close contact during elements of the lesson including dressing appropriately, on the hill activity, and on lifts. To supplement the information used in this assessment, several Programs polled their membership to better understand members' plans in regards to returning for the 2020-2021 season.

The following key insights were drawn from these reviews:

- *Quebec-based Programs have a disproportionate percentage of members who are residents of Ontario (80% plus). Should inter-provincial travel restrictions between Quebec and Ontario be re-imposed, these Programs would most likely need to suspend operations, even if their partner resorts remained open.*
- *Programs have insufficient data from which to fully gage the At Risk (and/or Opt-Out) population of Volunteers and Instructors. Polling indicates that anywhere from 10%-20%+ of a Program's Instructor population may opt out due to COVID-19-related concerns. Programs will need to re-assess capacity accordingly (with a lean towards returning members), and can expect numbers to fluctuate up to and following Registration.*
- *With the exception of one Program, the majority of Students and Athletes require: some level of physical / safety support on/off snow, and/or some level of assistance on/off lifts. Where such interactions may not necessarily result in physical contact, nearly all such scenarios result in challenges in consistently maintaining physical distancing within lesson pairings and/or other Program activities. As such, lesson pairings should be considered Moderate or High Risk off/from Close Contact, and Low Risk on an exception basis only. Strict protocols around use of masks/PPE will be critical.*



Step 2: Establish Risk Reduction Protocols

i. Risk Reduction Protocols

The following risk reduction strategies and protocols must be implemented to the extent possible by each CADS-NCD Program. Programs may identify additional strategies and protocols and/or adapt given strategies and protocols based on the unique needs and characteristics.

FOLLOW ALL PRECAUTIONS AND DIRECTIVES REQUIRED BY THE PARTNER RESORT

Such directives are expected to include, but may not be limited to: Indoor/outdoor space usage/rental (including restrictions on indoor bag storage); Lift load reductions and/or special lift protocols; physical distancing requirements; rental equipment protocols; non-medical mask/PPE usage; and signage.

GENERAL MEASURES

- Conduct routine symptom screenings for all participants.
- Maintain physical distancing to the full extent possible
- Manage group size based on both Public Health Officer orders and available space.

NON-MEDICAL MASKS/PPE

- Require use of non-medical masks or face covering at all times when either physical distancing is or may not be possible (including all situations of Moderate or High Risk of/from Close Contact).
- As wet masks are ineffective, recommend all program members have more than one mask available for each lesson / training session.

STUDENT/INSTRUCTOR PAIRINGS

- Make best efforts to maintaining pairings for the duration of the Program.
- Leverage “bubble” (or caregiver) Volunteers/Instructors wherever possible where this is High Risk of/from Close Contact.

REDUCE OFF-SNOW EVENTS

- Events previously held in person (e.g. registration events; Annual General Meetings; Board meetings; celebrations; fund raising) are to be run virtually to the full extent possible for the 2020-2021 season.
- Where off-snow gatherings occur, health authority mandated gathering sizes and safety protocols must be followed.

TRANSPORTATION

- Should a Program continue to offer transportation for individual participants, a transportation protocol is required (i.e. consistent pairings; align to on-snow pairings; additional safety measures).
- Eliminate multi-participant/group travel (e.g. CADS-NCD annual bus trip to Mont Avila).

EQUIPMENT MANAGEMENT

- Make best efforts to dedicate equipment to the same student, Volunteer, or Instructor for the duration of the Program.
- Implement equipment cleaning/hygiene protocols.
- Ensure availability of cleaning/disinfecting products, as well as gloves/masks for Volunteers/Instructors.

STAGER START/FINISH TIMES

- Spread pairings across days/times to avoid large groups/congestion.
- Wherever possible, extend such staggered timing to scheduled breaks during sessions.

RECORD KEEPING

- Ensure all participants are properly registered in the given Program, completing the CADS Participant Waiver for the season.
- Ensure up to date contact information is maintained for all participants/guardians/caregivers.
- Maintain records of all participants at sessions or events, or otherwise visiting Program facilities (e.g. equipment maintenance).
- Seek to leverage Snowline lesson progress reports and contact tracing notes.

TRAINING

- Virtual delivery methods will be used for safety and operational protocol training, as well as for instruction theory.
- On snow training for Volunteers and Instructors will be run modeled after protocols pending for the annual CADS Pre-Courses.

ELIMINATE DROP-INS/SWAPS

- Restrict access to those essential to the program only (e.g. not a season to invite potential volunteers out to observe).
- Eliminate drop-in lessons and last minute swaps, and encourage early notification of inability to attend.
- Establish clear arrival and departure windows.

VIRTUAL CHECK-IN/OUT

- Explore use of virtual check-in/check-out procedures.
- Encourage members to come dressed ready to participate, meeting fellow pairing members at a pre-arranged location.

CADS-DEDICATED SPACE

- Where virtual check-in/out may not be feasible, consider designated pick-up/drop-off areas coordinated with the partner resort.
- Post signage to ensure awareness of expectations.
- Plan for 5 sq. metres of “unencumbered floor space”/person.
- Implement cleaning/hygiene protocols (with enhanced protocols for ‘high touch’ areas).



ii. Outbreak Action Plan

The Purpose of the “Outbreak Action Plan” is to aid in the contact tracing of those individuals who may have come into contact directly or indirectly with an infected individual. It is the responsibility of the entire CADS-NCD adaptive snowsport community to ensure we are keeping accurate records of those individuals for whom you are coming into contact with to help keep us all safe. As such:

- All participants and volunteers must be properly registered with CADS and the respective Programs with which they participate to ensure current and up-to-date contact information is on file.
- Programs must keep record of the date program sessions are held, along with a listing of all who attended the sessions.
- Any individual experiencing any symptoms of COVID-19 (fever, cough, sore throat, runny nose, headache, or shortness of breath) or who have been advised to self-isolate are not be permitted to attend any programming. Symptoms as of the **Revision Date** that may suggest a COVID-19 infection include:

Fever	Chills	Cough	Barking cough/croup
Shortness of breath	Sore throat	Difficulty swallowing	Runny nose
Congested nose	Loss of taste or smell	Pink eye	Headache
Nausea, vomiting, diarrhea, stomach pain	Muscle aches	Extreme tiredness	Falling down often

- If symptoms begin during adaptive snowsport sessions, the individual must leave immediately and contact the local public health office for recommendations.
- If a Participant reports they are suspected or confirmed to have COVID-19, or in contact with an individual suspected or confirmed to have COVID-19, and have been at the activity place, implement enhanced cleaning measures (as applicable directly to the Program) to reduce risk of transmission.
- Ensure there is a protocol in place with the partner resort regarding notification of COVID-19 case amongst your Participants.
- Implement the relevant components of the **Illness Policy** (see Appendix B).



Step 3: Document Procedure, and Develop Additional Policies as Required

Prior to any adaptive snowsport programming taking place, each CADS-NCD Program must:

- Formally adopt the CADS-NCD COVID-19 Risk Management Guidance, including integration and acknowledgement of applicable PHO guidelines.
- Enact a plan to work with their facility operator(s) to ensure the club integrates facility guidelines, including a plan for tracing all involved with program activities.
- Update existing program operational documentation to reflect Risk Reduction Strategies being implemented, as applicable.
- Involve the designated Program Safety Representative in the development and review of policies and procedures; they will engage the CACS-NCD Safety Representative as required.
- Agree to and ensure that these measures remain in place over the upcoming season.

In regards to events organization across CADS-NCD (such as centralized Instructor Training):

- The event coordinator on behalf of CADS-NCD must consult with the CADS-NCD Safety Representative to ensure the appropriate precautions and protocols are adopted for the event in question.
- **Note:** Based on risk assessment, CADS-NCD will not be operating the annual bus trip to Sommet Saint-Sauveur versant Avila.

Step 4: Communication and Training Plans

- The CADS-NCD Return to Snow Plan will be made available/accessible to individual CADS members by way of posting on the CADS-NCD (www.cads-ncd.ca) and/or CADS-NCD member Program website, and within a member organization's facility should it have dedicated space.
- CADS-NCD Programs are expected to make relevant Program-level Return to Snow Plans / COVID-19 Risk Management Guidance available in a similar manner.
- Program orientation materials sent to participants prior to resuming operations must address key safety protocols and expectations.
- Training for Volunteers and Instructors (inclusive of annual refresher training) must address key safety protocols and procedural changes in light of COVID-19.

Step 5: Assess and Address Risks During Operations

- CADS-NCD Return to Snow Working Group consisting of Divisional and Program COVID Safety Coordinators (Safety Representatives) will continue to meet leading up to and throughout 2020-2021 seasonal operations on a bi-weekly or weekly basis as appropriate.
- Significant changes in Provincial or Municipal Health Orders, resort-specific operational changes, or COVID-19 outbreak could result in an emergency meeting of the Return to Snow working group to address a given risk or set of issues (triggering a re-visit of any Steps, One through Four).
- The CADS-NCD Return to Snow Plan will be updated as necessary by the CADS-NCD Divisional Safety Representative.
- CADS-NCD Program operational documentation would be updated as necessary by the respective individual CADS-NCD Program Safety Representatives.

Step 6: Review, Monitor and Update the Plan as Needed

- CADS-NCD COVID-19 Risk Management Guidance will be monitored by the CADS-NCD Divisional Safety Representative (a member of the CADS-NCD Executive) with respect to overall compliance by Program Coordinators, Instructors, Volunteers and Participants and the level, if any, of outbreaks or reported Participants testing positive for COVID-19.
- CADS-NCD Board and Program Safety Representatives will review the draft CADS-NCD COVID-19 Risk Management Guidance and Program Return to Snow Plans / COVID-19 guidance and all associated policies and strategies to ensure that they are non-discriminatory.



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Appendix A – CADS Illness Policy

This Illness Policy was adopted by CADS National on July 21st, 2020 and is being set-up within Snowline to be required reading as part of the membership registration process. Clubs & Divisions are encouraged to adopt this policy directly.

Policy Statement

In this policy, “Participant” includes any employees or paid staff, Instructors, Coaches, Volunteers, Students, Athletes, or dedicated parent/caregiver volunteers that participate or are assigned in a group lesson of 2 or more.

1. Any Participant shall inform an individual in a position of authority (paid staff, Coach, Instructor or Program Coordinator) immediately if, they feel any symptoms of COVID-19 such as fever, chills, cough, shortness of breath, sore throat and painful swallowing, stuffy or runny nose, loss of sense of smell, headache, unusual muscle aches or fatigue or unusual loss of appetite.
2. Assessment
 - a. Participants must review the self-assessment signage located throughout the facility each morning before their activity to attest that they are not feeling any of the COVID 19 symptoms and/or be prepared to participate in daily symptom screening or assessment. Such screenings and assessments are subject to and must be compliant with privacy laws.
 - b. Paid staff, Coach, Instructor or Program Coordinator will visually monitor Participants to assess any early warning signs as to the status of their health and to touch base on how they are regarding their personal safety throughout the activity.
 - c. If Participants are unsure, they should be instructed to use a self-assessment tool.
3. If a Participant is feeling sick with COVID-19 symptoms
 - a. They should remain at home and contact their local Public Health authority.
 - b. If they feel sick and /or are showing symptoms while at work or at the snow sport activity, they should be sent home immediately and have them contact a doctor for further guidance.
 - c. No Participant may participate in a practice/activity if they are symptomatic.
4. If a Participant tests positive for COVID-19
 - a. The Participant will not be permitted to return to the workplace/practice/facility until they are free of the COVID-19 virus.
 - b. Any Participants who works/plays closely with an infected Participant will also be removed from the workplace/practice/facility for at least 14 days to ensure the infection does not spread further, unless they have tested negative for CoVid-19 following exposure to the infected Participant.

- c. Close off, clean and disinfect their work/practice/facility area immediately and any surfaces that could have potentially be infected/touched.
5. If a Participant has been tested and is waiting for the results of a COVID-19 Test
 - a. As with the confirmed case, the Participant must be removed from the workplace/practice/facility.
 - b. The Public Health Agency of Canada advises that any person who has even mild symptoms to stay home and call their public health authority.
 - c. The applicable public health authorities may inform other Participants who may have been exposed and ask that they be removed from the workplace/practice/activity for at least 14 days or until the diagnosis of COVID-19 is ruled out by health authorities.
 - d. The workspace/practice/activity space will be closed off, cleaned, and disinfected immediately and any other surfaces that could have potentially been infected/touched.
6. If a Participant has come in to contact with someone who is confirmed to have COVID-19
 - a. Participants must advise their employer/coach if they reasonably believe they have been exposed to COVID-19.
 - b. Once the contact is confirmed, the Participant will be removed from the workplace/practice/activity for at least 14 days or as otherwise directed by public health authorities. Participants who may have come into close contact with the Participant will also be removed from the workplace for at least 14 days.
 - c. The workspace/activity area will be closed off, cleaned, and disinfected immediately and any other surfaces that could have potentially been infected/touched.
7. Quarantine or Self-Isolate if:
 - a. Any Participant who has travelled outside of Canada within the last 14 days is not permitted to enter any part of the facility and must quarantine and self-isolate.
 - b. Any Participant with confirmed or probable symptoms of COVID-19 is not permitted to enter any part of the facility.
 - c. Any Participant from a household with someone showing symptoms of COVID-19 is not permitted to enter any part of the facility.
 - d. Any Participant who is in quarantine or self-isolating as a result of contact with an infected person or in families who are self-isolating, is not permitted to enter any part of the facility.



Appendix B.1 – CADS Participant Waiver Agreement

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT - BY SIGNING THIS AGREEMENT YOU AGREE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE - READ CAREFULLY!

TO: Canadian Adaptive Snowsports (CADS), Divisions & Clubs and to Canadian Snowsports Association (CSA)

AND TO: DEFINITIONS In this Agreement:

a) The terms "Releasees" shall include (Canadian Adaptive Snowsports, Association and their respective directors, officers, employees, agents and volunteers)

In full or partial consideration for allowing me to attend the premises of Canadian Adaptive Snowsports ("CADS")/Divisions/Clubs at (the "Facilities") and/or participate in any adaptive Snowsport activity including skiing, snowboarding, (the "Activities"), I agree that:

1. I understand and accept there is risk of serious injury or death, including the risk of contracting Covid-19, by attending the Facilities or participating in the Activities, whether as a student, athlete, coach, instructor, volunteer, member, participant, family member of or otherwise in close contact with participants (the "Participants").
2. I understand all safety rules for attendance at the Facilities or participation in the Activities must be followed at all times, including CADS' Return to Snow Plan rules and guidelines, and all applicable federal and provincial Covid-19 rules and guidelines, regardless of my role. I understand I am solely responsible for my personal safety.
3. I understand and accept the safety measures taken by CADS, the Club and all Participants, including the measures set out above, will not and cannot eliminate all risks associated with attending the Facilities or participating in the Activities, including serious injury, death and contracting Covid-19.

I UNDERSTAND AND AGREE, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT BY SIGNING THIS DOCUMENT I AGREE AS FOLLOWS:

1. WITHOUT ANY QUALIFICATION WHATSOEVER, I ASSUME ALL RISKS associated with my attendance at the Facilities or participation in the Activities, including serious injury, death, contracting Covid-19 or any compounding or aggravation of injuries caused by negligent rescue operations or procedures arising in any way, even if such risks arise in any way from any act, omission, RECKLESSNESS, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF ANY CONTRACT, STATUTE, BYLAW, FEDERAL OR PROVINCIAL REGULATION OR ORDER, OR OTHER DUTY OF CARE INCLUDING UNDER THE RELEVANT OCCUPIERS LIABILITY ACT, by any persons, entities or organizations associated in any way with the Facilities and Activities including but not limited to Canadian Adaptive Snowsports, the Divisions/Clubs facility owners, lessees, lessors, municipal or government authority, promoters, sanctioning bodies, member clubs, associations and subdivisions, facility operators, sponsors, advertisers, other participants, rescue personnel, inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation and loss control activities regarding the Facilities or Activities, or any one or more of them and their respective directors, officers, employees, volunteers, guides, contractors, agents and representatives (collectively, the "Releasees");
2. I PROVIDE A FULL AND FINAL RELEASE AND WAIVER OF ALL LIABILITY AND ALL CLAIMS that I have or may have in the future, against the Releasees, from any and all liability for any loss, damage, injury, death, and/or expense, including contracting Covid-19, that I may suffer as a result of my attendance at the Facilities or participation in the Activities in any capacity, due to any cause whatsoever and arising in any way, including any act, omission, RECKLESSNESS, NEGLIGENCE, GROSS



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NEGLIGENCE, BREACH OF ANY CONTRACT, STATUTE, BYLAW, FEDERAL OR PROVINCIAL REGULATION OR ORDER, OR OTHER DUTY OF CARE INCLUDING UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES;

3. I AGREE NOT TO SUE THE RELEASEES OR ANY OTHER PERSON OR ORGANIZATION for any loss, damage, injury, death, and/or expense, including contracting Covid-19, arising in any way, and whether directly or indirectly related to my attendance at the Facilities or participation in the Activities;

4. I AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM from any liability, loss, damage, claim, action, award, cost, or expense including legal fees, of any form or type whatsoever, they may incur due to any claim made against them or any of them by me or on my behalf, or that of my estate, whether such claim is based on any act, omission recklessness, negligence, gross negligence, breach of contract, statute, bylaw, federal or provincial regulation or order, or any other breach of duty whatsoever of the Releasees;

5. I agree this Release of Liability and Indemnity Agreement is governed by the laws and in the courts of the Province in which the Facilities are located and the Activities occur.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE, WHICH I, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES NOW OR IN THE FUTURE.

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Witness
Date
Signature of Participant
Printed Name of Participant
Signature of



Appendix B.2 – CADS Participant Waiver Agreement (Minor)

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT - BY SIGNING THIS AGREEMENT YOU AGREE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE - READ CAREFULLY!

TO: Canadian Adaptive Snowsports (CADS) , Divisions/clubs and to Canadian Snowsports Association (CSA)

AND TO: DEFINITIONS In this Agreement:

a) The terms “Releasees” shall include (Canadian Adaptive Snowsports, Association and their respective directors, officers, employees, agents and volunteers)

In full or partial consideration for allowing my minor child/ward to attend the premises of Canadian Adaptive Snowsports (“CADS”)/Division/club at (the “Facilities”) and/or participate in any adaptive Snowsport activity including skiing, snowboarding, (the “Activities”), I agree that:

4. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward, namely

[name] _____ as typed (signed) below _____

5. I understand and accept on behalf of myself and minor child/ward there is risk of serious injury or death, including the risk of contracting Covid-19, by attending the Facilities or participating in the Activities, whether as a student, athlete, coach, instructor, volunteer, member, participant, family member of or otherwise in close contact with participants (the “Participants”).

6. My minor child/ward is physically and mentally capable to attend the Facilities and/or participate in the Activities. [Minor’s name _____ as stated in profile _____] does not currently have and has not had within the past 14 days, any symptoms of Covid-19 including fever, dry cough, fatigue, aches, pains, sore throat, diarrhoea, conjunctivitis, headache, loss of taste or smell, skin rash, discolouration, difficulty breathing, chest pain or loss of speech or movement (the “Covid-19 Symptoms”).

7. I understand and accept on my behalf and my minor child/ward’s behalf the safety measures taken by CADS, the Club and all Participants, including the measures set out above, will not and cannot eliminate all risks associated with attending the Facilities or participating in the Activities, including serious injury, death and contracting Covid-19.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT BY SIGNING THIS DOCUMENT I AGREE AS FOLLOWS:

6. WITHOUT ANY QUALIFICATION WHATSOEVER, MY MINOR CHILD/WARD AND I ON BEHALF OF MY MINOR CHILD/WARD ASSUME ALL RISKS associated with my minor child/ward’s attendance at the Facilities or participation in the Activities, including serious injury, death, contracting Covid-19 or any compounding or aggravation of injuries caused by negligent rescue operations or procedures arising in any way, even if such risks arise in any way from any act, omission, RECKLESSNESS, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF ANY CONTRACT, STATUTE, BYLAW, FEDERAL OR PROVINCIAL REGULATION OR ORDER, OR OTHER DUTY OF CARE INCLUDING UNDER THE RELEVANT OCCUPIERS LIABILITY ACT, by any persons, entities or organizations associated in any way with the Facilities and Activities including but not limited to Canadian Adaptive Snowsports, facility owners, lessees, lessors, municipal or government authority, promoters, sanctioning bodies, member clubs, associations and subdivisions, facility operators, sponsors, advertisers, other participants, rescue



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personnel, inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation and loss control activities regarding the Facilities or Activities, or any one or more of them and their respective directors, officers, employees, volunteers, guides, contractors, agents and representatives (collectively, the “Releasees”);

7. I PROVIDE A FULL AND FINAL RELEASE AND WAIVER OF ALL LIABILITY AND ALL CLAIMS that I have or may have in the future, against the Releasees, from any and all liability for any loss, damage, injury, death, and/or expense, including contracting Covid-19, that my minor child/ward may suffer as a result of their attendance at the Facilities or participation in the Activities in any capacity, due to any cause whatsoever and arising in any way, including any act, omission, RECKLESSNESS, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF ANY CONTRACT, STATUTE, BYLAW, FEDERAL OR PROVINCIAL REGULATION OR ORDER, OR OTHER DUTY OF CARE INCLUDING UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES;
8. I AGREE NOT TO SUE THE RELEASEES OR ANY OTHER PERSON OR ORGANIZATION for any loss, damage, injury, death, and/or expense, including contracting Covid-19, arising in any way, and whether directly or indirectly related to my minor child/ward’s attendance at the Facilities or participation in the Activities;
9. I AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM from any liability, loss, damage, claim, action, award, cost, or expense including legal fees, of any form or type whatsoever, they may incur due to any claim made against them or any of them by my minor child/ward, anyone on behalf of my minor child/ward, me or on my behalf, or that of my estate, whether such claim is based on any act, omission, recklessness, negligence, gross negligence, breach of contract, statute, bylaw, federal or provincial regulation or order, or any other breach of duty whatsoever of the Releasees;
10. I agree this Release of Liability and Indemnity Agreement is governed by the laws and in the courts of the Province in which the Facilities are located and the Activities occur.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE, WHICH MY MINOR CHILD/WARD, THEIR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AND I AND/OR MY MINOR CHILD/WARD MAY HAVE AGAINST THE RELEASEES NOW OR IN THE FUTURE.

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Date of Witness
Signature of Parent/Guardian
Printed Name of Parent/Guardian
Signature



Appendix C - Resources

PRIMARY APPLICABLE PUBLIC HEALTH AUTHORITIES (Government Response)

Province of Ontario:

https://www.ontario.ca/page/how-ontario-is-responding-covid-19?_ga=2.94850588.1462883686.1584292615-1064851764.1536854109

Province of Quebec: <https://www.quebec.ca/en/health/health-issues/a-z/2019-coronavirus/>

Government of Canada (General):

<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>

GENERAL COVID RESOURCES

COVID-19-19 and people with disabilities – Government of Canada:

<https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/guidance-documents/people-with-disabilities.html>

COVID-19-19 Protection:

<http://www.bccdc.ca/Health-Info-Site/Documents/COVID-1919-Prevention.pdf>

Physical Distancing:

http://www.bccdc.ca/Health-ProfessionalsSite/Documents/COVID-1919_PhysicalDistancingPoster.pdf

Do not enter if you are sick:

http://www.bccdc.ca/Health-InfoSite/Documents/COVID-1919_DoNotEnterPoster.pdf

Vulnerable Populations:

<https://www.canada.ca/content/dam/phacaspc/documents/services/publications/diseases-conditions/coronavirus/COVID-19-19-vulnerablepopulations/COVID-19-19-vulnerable-populations-eng.pdf>

CADS Posters/ COVID POSTER HYPERLINKS

[CADS Guidelines Coronavirus Poster.pdf](#)

[CADS Guidelines Coronavirus Poster.png](#)

[CADS Physical Distancing Coronavirus Poster.png](#)

[COVID19 Poster 002 English.pdf](#)

[how-to-wear-a-medical-mask-safely-dos-and-donts.png](#)

[how-to-wear-a-non-medical-fabric-mask-safely-dos-and-donts.png](#)

Appendix E – Key Terms

Caregiver: Primary support worker, caretaker, guardian, or parent of a participant.

CNESST: Commission de la santé et de la sécurité du travail is the organization mandated by the Government of Québec to administer the province's occupational health and safety plan.

Facilities: All on-snow (e.g. chairlifts) and off-snow (e.g. dedicated Program rooms; public lodges; restaurants) spaces and places that together constitute the area adaptive snowsports programming is delivered.

Instructor: CADS certified instructor.

Partner Resort: Ski/snowsports resort operator with which CADS-NCD Programs partner to offer adaptive snowsports programming. CADS-NCD partner resorts include: Calabogie Peaks (ON); Camp Fortune (QC); Mont Cascades (QC); Mount Pakenham (ON); Sommet Edelweiss (QC); Sommet Saint-Sauveur (QC).

PHO: Provincial Public Health Officer (PHO) and/or reference to applicable public health authority. In Ontario and Quebec, both Provincial and Municipal requirements must be followed.

PPE: Personal protective equipment (PPE) items worn to provide a barrier to help prevent potential exposure to infectious disease.

Program(s): Member organizations of CADS-NCD providing adaptive snowsport programs for participants throughout the National Capital District region. These community organizations are often referred to as “clubs” in CADS National documentation and materials.

Revision Date: Where inserted throughout the CADS-NCD Return to Snow Plan, the term refers to the Revision Date of the current CADS-NCD Board-approved version of the Plan.

Volunteer: Administrative volunteer, or non-CADS-certified on-snow volunteer.