

Salem City Liability Waiver

City of Salem Recreation Department Concussion and Traumatic Head Injury Policy Purpose The City of Salem (City) recognizes that concussions and head injuries can result from contact in sports and have serious consequences if not properly evaluated and treated. Therefore, consistent with state law, the City has adopted this Concussion and Traumatic Head Injury Policy (Policy) in order to educate and to establish a plan of action for coaches, teachers, employees, representatives, or volunteers of the City (Agents) when a player (defined as an individual under the age of 18 years) suffers or is suspected of suffering a concussion during a sporting event. NOTE: under state law, sporting events include all games, practices, camps, physical education classes, competitions, or tryouts. Policy It shall be the policy of the City that all Agents as well as parents/guardians of players will be familiar with the symptoms and signs of concussion and be prepared to take appropriate action as outlined below in responding to such incidents. "When in doubt, sit them out!" Youth players are particularly vulnerable to the effects of concussion. Once considered little more than a minor "ding" on the head, it is now understood that a concussion has the potential to result in death, or short- and long-term changes in brain function. A concussion is a brain injury that results in a temporary disruption of normal brain function. A concussion occurs when the brain is violently rocked back and forth or twisted inside the skull as a result of a blow to the head or body. Symptoms include (but are not limited to) transient confusion, disorientation, impaired consciousness, dysfunction of memory, loss of consciousness, seizures, irritability, lethargy, vomiting, headache, dizziness, or fatigue. Continued participation in any sporting event following a concussion can lead to worsening concussion symptoms, as well as increased risk for further injury to the brain and even death. The well-being of the players is of paramount concern during a sporting event. Agents and parents/guardians are being asked to make all efforts to ensure that concussed players do not continue to participate. Thus, Agents and parents/guardians should all be looking for signs of concussion in all players and any suspected concussed player should immediately be removed from play. All Agents will be familiar with and will receive a copy of this Policy. Parents/guardians will be provided a copy of this Policy as well as the Information Sheet and Parental Acknowledgment Form. These documents must be reviewed and the acknowledgment signed by the parent/guardian before the player will be allowed to participate in a sporting event. Role of City coaches, teachers, employees, representatives, or volunteers (Agents): Agents will NOT be expected nor will they be trained to "diagnose" a concussion. Diagnosis is the job of a qualified health care provider. Agents are being asked to use their best judgment in observing the signs, symptoms and behaviors associated with concussions. If an Agent observes questionable signs, symptoms, or behavior, he/she must remove the player from the sporting event for further evaluation and notify the player's parent/guardian. Agents are not permitted to allow a player to resume activity until the Agent receives a written statement from a qualified health care provider indicating that the player is cleared to resume participation in the sporting event. The written statement must be provided to the Agent who removed the player from the sporting event. If that Agent is not available, then the written statement must be provided to the Agent's supervisor or to a member of the Administrative Services before the player may resume participation in the sporting event. In addition to reviewing the Concussion and Head Injury Information Sheet and this Policy, it is strongly recommended that Agents participate in a free online course on concussion management prepared by the Center for Disease Control accessed at http://www.cdc.gov/concussion/HeadsUp/online_training.html. Role of Officials: Officials are not Agents of the City and will NOT be expected to "diagnose" a concussion. Officials are being asked to use their best judgment in observing the signs, symptoms, and behaviors associated with concussions.

Officials will not be asked to give what could be perceived as a medical opinion. If an official observes questionable, signs, symptoms, or behavior, the official should notify the coach or an Agent, and the player should be removed from the sporting event. Officials are not responsible for the sideline evaluation or management of the player after he/she is removed from play. Role of Parents/Guardians: Like Agents, parents/guardians will NOT be expected to “diagnose” a concussion. However, parents/guardians are being asked to become familiar with the signs, symptoms, and behaviors associated with concussions. Parents/guardians will be required to review the Information Sheet and sign the Parental Acknowledgment Form indicating that the parent/guardian has read, understands, and agrees to abide by this Policy. Players will not be allowed to begin participating in a sporting event until the Parental Acknowledgment Form has been signed and returned to the Agent who removed the player from the sporting event. Parents/guardians will be expected to comply with this Policy and support the determination made by the Agents to remove a player from a sporting event. It is the parent/guardian’s obligation to have the player evaluated by a qualified health care provider and to obtain from that provider a written statement (1) indicating that the health care provider has, within the last three years, successfully completed a continuing education course in the management and evaluation of concussion; and (2) that clears the player to resume participation in the sporting event. This written statement must be presented to the Agent who removed the player from the sporting event or to another authorized Agent before the player will be permitted to resume play. NOTE: a qualified health care provider is a provider licensed by the Department of Professional Licensing (under Title 58 of the Utah Code) and who may evaluate a concussion within the scope of his/her practice. Some examples include: physician, physician’s assistant, registered nurse, licensed practical nurse, physical therapist, or athletic trainer. Mandated Course of Action: 1. Remove player from the sporting event. 2. Notify parent/guardian. 3. Any player suspected of having a concussion should be evaluated by a qualified health care provider as soon as practicable. 4. Before a player will be allowed to resume participation in a sporting event, a qualified health care provider must provide the Agent, who removed the player from the sporting event, with a written statement indicating that he/she is a qualified health care provider and that the player is cleared to resume participation in the sporting event. NOTE: This policy is applicable only to City teams, leagues, and sporting events. The City is not responsible for implementing any concussion or head injury policy for independent teams, leagues, organizations, or associations that utilize City fields or facilities.

Injury Waiver

I acknowledge that there are inherent risks when participating in any sports or recreational activities. I also acknowledge that these sports and activities can be an extreme test of a person’s physical and mental limits and carries with it the potential for property loss, serious injury, and even death. The risks include, but are not limited to; those caused by terrain, facilities, water conditions including pollution, temperature, currents and waves, weather, condition of athletes’ equipment, vehicular traffic, actions of other people including but not limited to; participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event, and lack of hydration. I hereby assume all of the risks of participating in this event. I certify that I am physically fit, have sufficiently trained for participation in these activities, and have not been advised otherwise by a qualified medical person. I authorize my child(ren) listed above, to participate in recreational activities provided by the City and acknowledge the same inherent risks listed in the preceding paragraph, particularly if my child (ren) fails to follow written warnings or verbal instructions or engages in activities beyond his/her abilities. I will

specifically look for and instruct my child (ren) on these dangers and warning signs. Knowing these risks, I believe that the benefits of my child (ren)'s participation in these activities outweighs any risk associated with this activity. Individually, and on behalf of my child (ren), I hereby release Salem City, its agents and employees, from any and all claims arising from known, reasonable and/or inherent risks associated with my child (ren)'s participation. I further understand that it is my responsibility to keep my child (ren) from participating in any activity beyond his/her abilities. I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by Salem City and the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said activities. In consideration of my application and permitting me to participate in these activities, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for me or my children(s) death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from these activities, THE FOLLOWING ENTITIES OR PERSONS: Salem City and its directors, officers, employees, volunteers, representatives and agents, the event holders, event sponsor, event directors, event volunteers; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during these activities. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and or illness during these activities. I understand that at these activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the city event holders, producers, sponsors, organizers and or assigns. This document shall be constructed broadly to provide a release and waiver to the maximum extent permissible under applicable law. PARENT/GUARDIAN INDEMNIFICATION FOR MINORS The undersigned parent and natural guardian or legal guardian does thereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of both the minor and the parents or legal guardian. AUTHORIZATION FOR MEDICAL TREATMENT This release will authorize Mountain View Hospital and Salem City Ambulance Service to provide medical treatment in the event of an accident or illness while participating in the recreation program of Salem City. I understand that these services are provided on a fee basis. THIS WAIVER PERTAINS TO ALL SALEM CITY PARKS & RECREATION PROGRAMS AND ACTIVITIES THE UNDERSIGNED HAS CAREFULLY READ THE ABOVE STATEMENTS

Insurance Waiver

I understand I must have health insurance to participant in this event.