

Canada

LEGAL LIABILITY



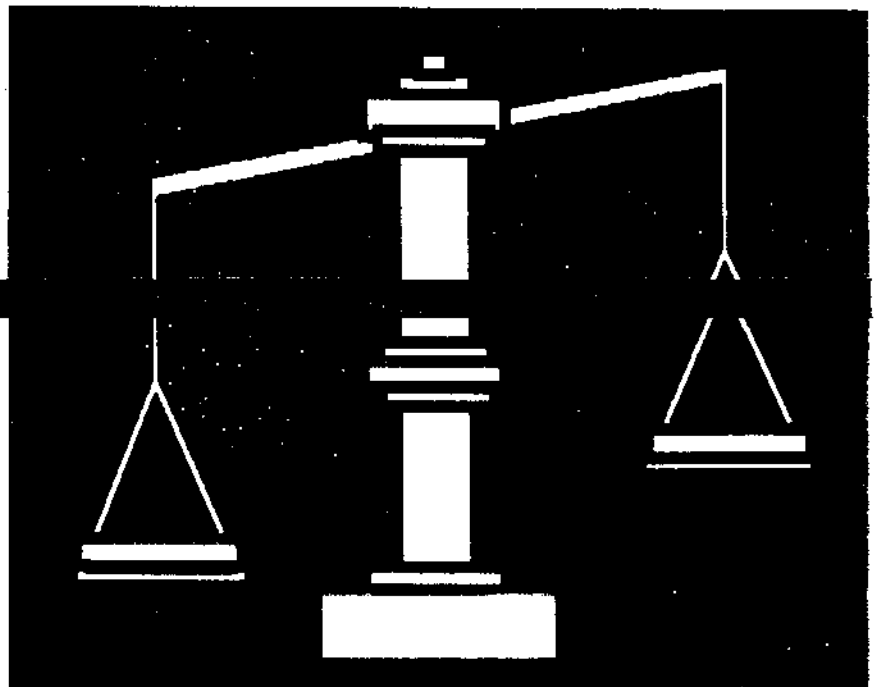
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Fitness and Amateur Sport

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Condition physique et Sport amateur

The Hon. Jean J. Charest
Minister of State

L'hon. Jean J. Charest
Ministre d'État

Considerations for the Fitness Leader



Report of the *National Fitness Leadership Advisory Committee (NFLAC)*



INTERPROVINCIAL SPORT AND
RECREATION COUNCIL

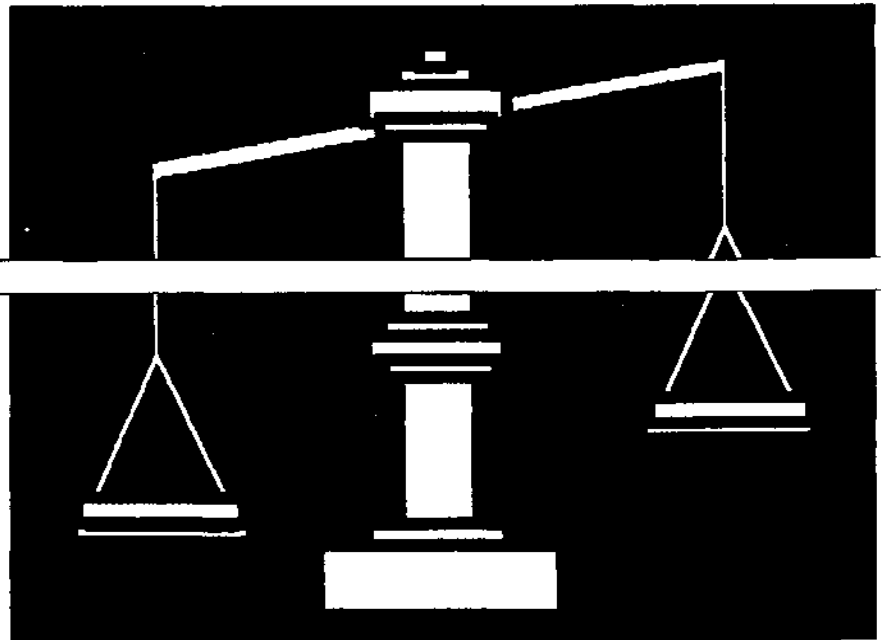
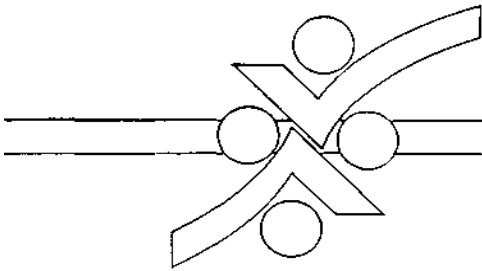
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Preface

Over the past few years there has been considerable interest expressed in the legal implications of fitness. With more and more Canadians engaging in physical activity and the increasing number of practicing fitness leaders, there has been concern raised about the legal aspects of fitness leadership. There has been a lot of unnecessary confusion generated through the popular media regarding liability, informed consent, insurance, and implications for risk management and program design.

In response to some of this apparent confusion, the National Fitness Leadership Advisory Committee (NFLAC) has prepared this publication for leaders, administrators, public policy makers and administrators of leadership certification programs interested and concerned about legal liability considerations. NFLAC has sought the advice and counsel of legal experts and policy makers to develop a clear and concise resource on legal liability for fitness. The booklet provides information about the use of waivers, informed consent and the leading cases that have set a precedent in Canadian courts. The document concludes with a number of sample forms that should prove useful to facility and program managers.



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LEGAL LIABILITY CONSIDERATIONS FOR THE FITNESS LEADER

Produced by The National Fitness Leadership Advisory Committee (NFLAC)

The information contained in this publication is for *general* information purposes *only*. Every effort has been made to verify accuracy, but due to frequent changes in the area, the obligation is on the reader to confirm accuracy and applicability with a recognized expert in the field.

NFLAC wishes to extend a special acknowledgement to the late Mall Peepre (former Fitness Canada Consultant and NFLAC Co-chairperson) for the significant direction and guidance she provided toward the development of Fitness Leadership in Canada.

Acknowledgements are extended to:

- | | |
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- | | |
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Since the first strategic planning meeting held in November 1983, NFL AC has been actively involved in many aspects of fitness leadership development in Canada. From the facilitation of federal-provincial/territorial discussions on leadership training and recognition, to the development of state-of-the-art resources, the advisory functions of NFLAC have been instrumental in working toward ensuring the provision of quality fitness programs and services across Canada.

The National Fitness Leadership Advisory Committee is coordinated by Fitness Canada and the Interprovincial Sport and Recreation Council (ISRC) and is composed of representatives from The Canadian Association for Health, Physical Education and Recreation (CAHPER); The Canadian Association of Sport Sciences (CASS); The Canadian Council of University Physical Education and Recreation Administrators (CCUPERA); The Canadian Parks and Recreation Association (CPIRA), Fitness Canada; ISRC; YMCA Canada and YWCA of/du Canada.



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I LEAD-IN

1.0 Introduction

This document reviews the present difficulties in obtaining liability insurance and considers legal liability in relation to the fitness leader and program administrator. Preventive measures are provided to assist fitness leaders and fitness program administrators in the design and delivery of safe programs. The information and suggestions provided should serve only as a general guide. Consult a program expert or legal authority before putting any of the procedures into operation.

1.1 The Insurance Problem

Operators of sports, recreation and fitness programs find it increasingly difficult to obtain affordable liability insurance coverage. This problem affects both participatory programs and elite or competitive organizations, such as national associations; it affects the private, commercial sector and public programs as well. In its response to the provincial task force report on insurance, the Ontario Sports Medicine Safety Advisory Board (OSMSAB) revealed that in 1986, the cost of renewing liability coverage for community groups, municipalities and provincial sports and recreation associations had increased by an average of 300 to 400 percent. Some associations found that coverage was not available at any price.

As a result of a number of factors, the insurance industry has made some changes in the provision of liability insurance. In many cases premiums have been raised, deductibles increased, the extent of coverage reduced and certain risks have simply not been covered.

The report by the Commission on the Insurance Crisis Facing Canada's National Sport and Recreation Associations illustrates the insurance industry's problem as follows:

Canadian reinsurance industry statistics show that in 1984, ...for every \$1.00 insurance companies received in liability insurance premiums, \$1.58 was paid out in claims. So one can empathize with the insurance companies who are reluctant to underwrite liability insurance. Statistics tell them they are looking at a losing proposition. 1

Spokesmen for the insurance industry also attribute the increased costs to new judicial interpretations of liability and new public attitudes towards litigation. Robert Bethell states that the civil justice system is becoming more liberal in the interpretation of negligence and that many courts seem more concerned with giving a benefit to an accident victim than determining the extent of the fault of the parties involved.² Bordon Voutt (Past Chairman of

¹ Commission on the Insurance Crisis Facing Canada's National Sport and Recreation Associations Final Report. October XX, Ottawa, 1986, p. 19

² Bethell, Robert. "A perspective of Industry Events" in Insurance Bureau of Canada, The Liability Insurance Issue...6 Expert Opinions 1986, p. 9



the Liability Committee, the Insurance Bureau of Canada) refers to an instability in the industry caused by the difficulty in properly assessing and pricing risks. 1

These concerns are reflected in a brief from the OSMSAB to the Ontario Minister of Tourism and Recreation which claims that the lack of predictability in court decisions has caused the rise in premiums or has caused some companies to eliminate liability coverage from their portfolio.

Daniel Damov points the finger at changing social attitudes and excessive expectations from compensation claims.

The basic concept of tort expresses our long-held view that we should be held accountable for our actions and offer redress to those we have harmed. However, our experience as insurers leads us to observe that this concept has been taken to some totally unexpected extremes.

It seems that people today are unprepared to suffer any harm, or even inconvenience, without feeling entitled to some compensation. Furthermore, there seems to be a growing feeling that such compensation for loss suffered should provide for total redress.

The insurance problem may be that the industry's own making or it may have been caused by new public attitudes or recent court decisions. Regardless, the insurance crisis has escalated the concern over legal liability and emphasized the importance of conducting safe and responsible fitness programs.

¹ Voutt, Borden. "The Problems of Liability Insurance" in The Liability Insurance Issue...6 Expert Opinions, Insurance Bureau of Canada, 1986, p.17. ² Ibid, p.13, Damov, Daniel. "The Cost of a Risk Free Society"

² Idid. P.13, Damov, Daniel. "The Cost of a Risk Free Society"



II THE LAW

2.0. Legal Liability

Canada's fitness industry has undergone a rapid expansion in response to the desires of a health-conscious society. This rapid expansion has resulted in the emergence of many new fitness programs originating out of schools, community centres and corporations, in addition to the traditional commercial and public facility-based programs. As the number and variety of these programs has increased, concern has developed about the standards observed by some in the fitness industry.

As a means of "cashing in" on the potentially lucrative fitness business, some programs have sacrificed quality in program design and leadership, which can potentially expose program participants to questionable health/fitness practices. Within any fitness program, the participant accepts the inherent risk of the activity, but if a foreseeable injury is the fault of the program leader or program administrator, then a civil action, usually based on negligence, may be taken to pursue compensation for the damage caused.

Negligence is a form of action in the law of torts— the law of civil responsibility. In a civil liability action, a person who has suffered damage or loss (the plaintiff) claims that the defendant is responsible for causing the injury and should pay compensation through an award of damages assessed by the court. The action is an attempt to shift the burden of the loss from the victim to the defendant. Liability will be imposed if the plaintiff proves that there was fault on the defendant's part. This fault may take the form of intentional conduct such as an assault, i.e., deliberately applying force to the victim without his consent. Or the fault alleged may be negligence. Negligence is the breach of a duty to exercise due care. A defendant will be held liable for negligence where injury has been caused by the failure to take reasonable precautions to prevent foreseeable harm.

Preventable injuries in fitness programs can be commonly attributed to two general sources:

- a. defective facilities or equipment; and
- b. negligent operation of the program, including faulty supervision, inadequate screening or assessment of participants, and incompetent instruction (e.g., assignment of activities which are beyond the safe performance level of participants).¹

Actions relating to premises or equipment may be based on occupiers' liability which refers to the duty of care owed by the persons or organizations in possession or control of land or premises. Under the Ontario Occupier's Liability Act, the occupier "*owes a duty to take such care as in all the circumstances of the case is reasonable to see that persons entering on the premises, and the property brought on the premises by those persons are reasonably safe while on the premises.*"

There will be no liability in respect of injuries which could not be reasonably foreseen or prevented. In particular, the participant assumes the normal risks inherent in and incidental to the activity. Mere accidents not arising from any negligence or default by another party cannot give rise to liability.

¹ Wolfe, Michael, "Injuries Can Cripple Your Fitness Centre", *Athletic Business*, Sept. 1985, p.26



2.1. Potential Negligence Situations

The following are examples of potential negligence situations:

- 1— exercise activities are prescribed that could be considered beyond the physical working capabilities of the participant, e.g., activities that *are not* appropriate for the participant's age, gender or physical or emotional health;
- 2— the program is allowed to operate when a reasonably foreseeable dangerous condition exists;
- 3— a fitness leader fails to provide adequate on-site supervision of a program (e.g., an improper supervisor-to-participant/ratio exists) or fails to advise the participant of restrictions or modifications that should be followed in an unsupervised period;
- 4— the health history screening identifies a participant who possesses a health risk and either 1) the participant is allowed to enter the program, or 2) if participation in the program is deemed to be acceptable for that person, an extended level of care is not provided;
- 5— the fitness leader or program supervisor acts beyond the scope of his or her responsibilities, as defined by the terms of his or her employment;
- 6— the participant is not made fully aware of any potential risks or dangers associated with a program;
- 7— any component of the fitness program is structured or delivered in such a way that it does not meet the reasonable standard of safety that could be expected for such a program;
- 8— the facility fails to meet accepted industry standards for safety;
- 9— in an emergency, appropriate medical treatment is withheld, or treatment is administered that is deemed to worsen the injured person's condition;
- 10— faulty or damaged equipment used;
- 11— the fitness leader fails to terminate an exercise session when a participant exhibits signs or symptoms of physical distress;
- 12— the fitness leader fails to give instructions in progressive steps.



2.2. Waivers and Exclusions of Liability

Liability can best be avoided by taking all practical precautions in the design and operation of programs. Liability can also sometimes be avoided by the use of carefully prepared exclusion forms by which the participant agrees to waive any responsibility on the part of the operator.

A waiver is a contractual agreement between the participant and the operator, which disclaims responsibility and indicates that all risks are assumed by the participant. Depending on the wording of the waiver and the circumstances in which it is agreed to, it is possible for a waiver to relieve an operator of liability. The participant must, however, be made aware of the risks and informed in advance that his rights of action are being waived.

The Commission on the Insurance Crisis Facing Canada's National Sport and Recreation Associations received the opinion of the Department of Justice on the subject of waivers. The Department concluded, for waivers to relieve organizers and their agents from liability, they are subject to the following principles:

- a) Waivers will be strictly interpreted by the courts against the party seeking to benefit from them;
- b) The courts will closely consider in enforcing waivers:
 - I the relative knowledge of the parties to the contract of the rights released or indemnified against;
 - II the foreseeability of the danger from the viewpoint of both parties, in conjunction with the burden of protecting against it; and
 - III the unusual or onerous nature of the terms incorporated into the waiver weighed against the relative freedom of the parties from social or economic restraints in contracting for such terms¹

According to the Department, well designed waivers must "clearly include the participant or spectator within their terms" and "contain within their wording the protection sought by organizers or their agents, i.e., identify what specific rights are being waived and what individual is immune from liability"²

It is, however, extremely doubtful whether waivers can effectively exclude liability towards persons who are under the age of majority. Minors or "infants" are subject to the law on "infants' contracts". To be enforceable against a minor, a contractual term must be for his benefit. An exclusion or waiver of rights is clearly not beneficial and a court may refuse to enforce the waiver even when it has been co-signed by a parent or guardian.³

Note: Many individuals in the fitness industry have particular concern with the use of waiver form from an ethical standpoint. To many, it is wrong to use a waiver to attempt to absolve a person of liability, especially if the person was in fact negligent in his/her actions. In addition, waivers very often involve very complex, technical wording that is intimidating to the end-user. A frequently used alternative to the waiver is the use of a well-designed informed consent form.

¹ Commission Report, Ottawa, Oct. 1986, p. 44

² *ibid.*

³ *ibid.* pp. 73-76



Waiver Checklist ✓

A well-designed waiver should contain the following:

- a clear statement of the protection being sought by the organizer or their agents, i.e., the waiver must identify what specific rights are being waived and what individual(s) is/are immune from liability; in particular, it must specify whether liability for negligence is being excluded.
- the participant's agreement to abide by the rules, regulations and instructions as outlined by the facility and the instructor;
- a clear description of the participant within the terms of the agreement;
- the participant's affirmation that he or she possesses a sufficient level of physical conditioning and motor skills, as required by the activity;
- a precise recognition of the nature of the activity and identification of any potential risks involved. These risks should be stated in the terms of the agreement and must be brought to the attention of the individual signing it;
- a clear statement of the level of physical and emotional exertion associated with the program.

The participant must be told that the form includes a waiver of liability.

(See sample Waiver, Section 5.2.)

2.3. Informed Consent

Participants in exercise classes or fitness testing procedures must be given adequate warning of any risks associated with the activity. Canadian courts have developed the doctrine of "informed consent" in the context of medical treatment and have held that it is negligent to fail to disclose those risks in an operation which would be of concern to the reasonable patient. The doctor must provide a proper explanation of the medical risks, any possible serious consequences and the chances of success so as to enable the patient to make an intelligent choice. Similarly, the fitness program participant must be adequately informed about the comparative benefits and hazards in an activity, and there must be particularly full disclosure where a procedure is experimental or serves only an experimental purpose. In their third draft entitled "Safety Standards for the Screening of Participants Planning to Engage in Activities and Programs Offered by the Ontario Fitness Industry", the Ontario Fitness Standards Safety Committee (FSSC) recommends that a general Informed Consent form be administered to all new participants in a fitness-related program or service. The FSSC suggest the inclusion of the following principles with the Informed Consent form:

1. **"User friendly"** — easy to read and understand by the average person; informative but not cluttered with legal jargon;



2. **"Ethical"** — does not intimidate the end-user nor request a voluntary abrogation of that person's basic rights; is responsible and realistic;
3. **"User focused"** — clearly states the general responsibilities and risks inherent in one's choice to participate in fitness-oriented activities;
4. **"Honest"** — specifies the intentions of the service provider and the potential limitations or capacities of the organization, staff and/or volunteers.
5. **"Comprehensive"** — addresses all of the basic principles of informed consent.¹

(see sample Informed Consent, Section 5.3)

Recognizing the administrative difficulties of implementing a system for using informed consent forms for guests, one-time users or non-member pay-per-visit program or service users, the FSSC suggest, as an alternative, the use of a sign-in "log" that clearly states the following:

As a guest or casual user of this establishment, I acknowledge and accept the risk of injury or medical problem that could arise from my intended participation in the programs and services provided or from any other use of the facilities associated with my stay, I also acknowledge that I have had the opportunity to undergo more detailed screening for potential risks that I may knowingly or unknowingly have. I freely choose not to participate in such screening and hereby register with my full assumption of any such risks.²

It is imperative that the information contained in this note be brought to the attention of the program participant prior to signing in.

¹ Fitness Standards Safety Committee. "Safety Standards for the Screening of Participants Planning to Engage in Activities and Programs Offered by the Ontario Fitness Industry", Third draft, January 1989, pp. 5-6

² *ibid.* p. 6



2.4. Leading Cases

The following liability cases arising from related sports and recreation activities provide insight into judgements dealing with specific areas of concern to the fitness leader and program administrator. These issues include the duty to warn of danger; supervision of activities; the required standard of care to be provided; criteria used to assess liability; and waivers.

1. **MacLeod V. Roe** [1947] S.C.R. 420 (liability of a roller-rink operator; quality of equipment; business standard).

A novice roller-skater hired skates from the rink operator who fitted them using grips and heel straps. The skater declined to hire additional toe straps. The skater fell after about one hour's skating when one skate came off. The Supreme Court of Canada held that there was no negligence since standard skates of a well-known manufacturer were used and regularly inspected; the plaintiff's skate was in perfect condition and the attachment method was the usual practice for rinks. The court held that the operator's duty was to exercise ordinary skill and care to maintain patrons' safety, not to ensure that under no circumstances would a skate come loose.

-
2. **Deyo V. Kingston Speedway Ltd.** [1954] O.R. 223 (C.A.), affirmed [1955] 1 D.L.R. 718 (S.C.C) (spectators sue race-track operators; spectators injured when out-of-bounds; occupiers' liability).

The defendant company operated a stock-car racing track. The track was surrounded by a guard rail and outside the rail was a rope barrier designed to keep spectators at a safe distance. Between races, spectators frequently went into the space between the rail and the rope, and the company made no particular objection. However, before a race was due to start, the company warned spectators to retire behind the rope by clear, repeated loudspeaker warnings and commissionaires also told the crowd to retire. In spite of the warnings, two spectators remained in the space between the rail and the rope during a race. One was killed and the other was injured when a racing car went out of control and struck the guard rail. The court held that the spectators had become trespassers during the race so that only a limited duty of care was owed towards them. The action against the track operator therefore failed.

3. **Saari v. Sunshine Riding Academy Ltd.** (1967), 65 D.L.R. (2d) 92 (Man. Q.B.) (liability of stable; failure in supervision)

A riding stable was held liable for the death of a girl who was trampled by another horse after she fell from her own. The academy's employees were found to be incompetent trail guides who allowed a large number of horses to bunch together and who permitted the deceased, an inexperienced rider, to canter. The guides gave no instruction on riding technique and failed to take adequate action when the deceased encountered difficulties.



4. **Moddejonge v. Huron County Board of Education** [1972] 2 O.R. 437,25 D.L.R. (3d) 661 (H.C.) (school outdoor program; liability of a teacher for drownings).

The instructor on a field-trip for teenage students was found liable for failing to discharge the teacher's duty to supervise in the manner of a prudent or careful parent. The instructor, who could not swim, permitted swimming in an artificially created lake which had an irregular drop-off into the deeper water of an old creek bed. Inadequate action was taken when a fresh breeze developed and no lifesaving equipment was available at the site. The teacher and the school board were found liable for the drowning of two 15-year-old girls; the second girl drowned when attempting to rescue a non-swimmer who had got into difficulties first.

5. **Poulton v. Notre Dame College** (1976), 60 D.L.R. (3d) 501 (Sask. Q.B.) (liability of a residential school; failure to arrange medical treatment).

A 17-year-old residential student suffered a severe infection as a result of a hockey injury but was refused permission to leave the school to see a doctor. Some fellow students eventually took the patient to hospital. The school was found liable for failing to promptly arrange for treatment.

6. **Thornton v. Prince George Board of School Trustees** (1976), 73 D.L.R. (3d) 35 (B.C.C.A.) (injury in gymnastics class; failure to supervise; dangerous equipment).

A 15-year old suffered quadriplegia when attempting a somersault in a gymnastics class. The student landed on his head on thin mats when he overshot the landing pit after jumping down onto a springboard to somersault forward. The teacher was found liable for allowing the use of a dangerous "configuration" of equipment and not giving any supervision. The British Columbia Court of Appeal prescribed four tests for determining liability:

- a. Was the attempted exercise suitable to the plaintiff's condition (mental or physical)?
- b. Was the plaintiff progressively trained and coached to do this exercise properly and avoid the danger?
- c. Was the equipment adequate and suitably arranged?
- d. Was the performance properly supervised?

7. **Myers V. Peel County Board Of Education** [1981] 2 S.C.R. 21 (injury in gymnastics class; failure to supervise; inadequate equipment).

A 15-year old suffered quadriplegia after falling from the rings while attempting a dismount. He fell onto slab mats after making the move without the assistance of his spotter. No teacher was present in the room. The Supreme Court of Canada restored the trial judge's decision and held that there was negligence in that the matting was inadequate and that a supervising teacher should have been present to anticipate and prevent dangerous manoeuvres by students. The plaintiff was, however, found 20 percent contributorily negligent in suddenly attempting an untried move without the spotter in place.



8. **Smith v. Horizon Aero Sports Ltd** (1982), 130 D.L.R. (3d) 91,19 C.C.L.T. 89 (B.C.S.C.) (liability of parachuting school; inadequate instruction and preparation)

A company offering parachuting courses was held liable for injuries suffered by an adult client who had been inadequately prepared for her first jump. The court applied the principles developed in the *Thornton* and *Myers* cases to a commercial operation offering recreational services to adults. The company was found negligent in failing to properly teach canopy control, failing to question the plaintiff's understanding and in not preparing her for aircraft conditions.

9. **Crocker v. Sundance Northwest Resorts Ltd.** [1988] 1 S.C.R. 1186,51 D.L.R. (4th) 321 (drunken participant in races; operator's responsibility to prevent participation).

The operator of a winter carnival organized races on tire tubes down a ski hill. The plaintiff was allowed to participate in spite of being hopelessly drunk and was seriously injured when thrown from his tire tube. The Supreme Court of Canada held the race operators liable for not disqualifying the racer and so saving him from his own incapacity; the damages were reduced by twenty-five percent because of the participant's contributory negligence. A signed waiver and entry form was found to be ineffective.

10. **Dyck v. Manitoba Snowmobile Association Inc.** [1985] 1 S.C.R. 589,18 D.L.R. (4th) 635, 32 C.C.L.T. 153 (waiver forms; snowmobile races).

A snowmobile racer was seriously injured when a race official negligently stepped onto the track to flag the end of the race. The racers' entry form, which had been read and signed by the plaintiff, contained a conspicuous waiver of liability for all injury however caused, including injury caused by negligence of the race authorities or their agents. This exemption clause was held to be validly inserted as a condition of entry into the race. Its effect was to exclude liability for the negligence of both the race association and its officials.

11. **Robinson V. 444924 Ont. Ltd. et al.** [Dec. 27,1983, Ontario Provincial Court] (liability of employer; injury caused by instructor in an exercise class)

An athletic woman suffered a tear at the origin of her hamstring muscle while attending an exercise class. Evidence showed that the instructor caused the tear when he pulled the plaintiff's raised leg higher. The court found the company, which employed the instructor, to be negligent.



III PREVENTION AND SUGGESTED PROCEDURES

3.0. Risk Management

Risk Management refers to the process of minimizing, to the greatest extent possible, *the risk of a preventable accident or injury*. In the fitness field, it is essential that program administrators assume greater responsibility for implementing sound risk management policies that are adopted as an integral, on-going operating practice.

The process of *Risk Management* is outlined in the following framework:

Task I	RISK IDENTIFICATION <ul style="list-style-type: none">• develop a method of identifying areas of potential risk
Task II	RISK ANALYSIS <ul style="list-style-type: none">• analyze the potential severity and projected frequency of all risk events
Task III	DEVELOPMENT OF RISK CONTROL MEASURES <ul style="list-style-type: none">• reduce or eliminate risks by development education/training programs and risk reduction policies
Task IV	IMPLEMENTATION <ul style="list-style-type: none">• involves the conscientious implementation of risk control initiatives
Task V	EVALUATION AND MODIFICATION <ul style="list-style-type: none">• perform regular review of specific risk control initiatives and modify, if necessary, to reflect weaknesses or new risks resulting from program activity changes



3.1. Preventive Measures for the Program Administrator

The best protection against legal action is a complete awareness of the standard of care that is required of a fitness program administrator and ensuring that this level of care is continuously provided to all participants. The following are suggested preventive measures:

- A) Design a health history/exercise background screening procedure that is administered to all fitness program participants prior to their involvement in the program.

Note: Many fitness programs require that any program candidate who is identified as being at-risk (i.e., possesses a greater than average chance of having health problems or sustaining an injury), is required to obtain a physician-signed medical release form that clears the person for involvement in the program. In some instances, institutions require that all program candidates obtain medical clearance before entry into a program. Although this practice is time consuming, it could provide the fitness leader with even greater protection in a legal challenge.

The health history/exercise background screening procedure should provide information such as: past and present known medical conditions, physical ailments, drug allergies, and insight into the person's fitness/exercise background. For continued protection, this procedure can be re-administered at regular intervals.

Implementing this procedure enables fitness leaders to identify at-risk clients prior to their involvement in the program, and enables them to make appropriate arrangements to provide an extended level of care, as dictated by the specific condition.

For general pre-activity screening purposes, the PAR-Q (Physical Activity Readiness Questionnaire) is a commonly used tool (*Section 5.5*). For more specific screening, the PAR-X (Physical Activity Readiness Examination) or the Physical Activity Prescriptions (PARx) can be considered.

- B) Establish and enforce a set of operating procedures to be used in emergencies (*section 3.2.*). By formulating a detailed procedure to document all incidents in which a program participant sustains an injury, one's ability to successfully defend a litigation suit could be enhanced significantly.
- C) Ensure that all fitness leaders have appropriate first-aid and CPR training and that their accreditation is current.
- D) Perform and document regular inspections of all medical equipment to be sure that it is in proper working order and ensure that adequate medical supplies are on hand. Documentation of inspections provides evidence that an appropriate inspection system was practiced.
- E) Ensure that all fitness/exercise equipment is in proper working order by means of conducting a regular facility inspection and maintenance program and make sure that equipment is suitably arranged from a safety perspective. Inspection should be documented and include all exercise machinery, running surfaces, fitness equipment, aerobic dance floors, showers, locker room facilities, etc.
- F) Post clearly visible warning signs to identify any potentially dangerous condition.
- G) Ensure that all fitness leaders obtain recognized certification that demonstrates their competence and keep evidence of certification on file.



- H) Insist that participants sign either a well-designed *Informed Consent* or *Waiver Form* in which the wording is determined by an expert legal authority who is familiar with the physical requirements and potential risk, if any, of the activity. Prior to signing the *Informed Consent* or the *Waiver*, the participant must be made aware of, and acknowledge that they understand the potential risks or dangers associated with the activity.
- I) Maintain an up-to-date information file on program participants containing pertinent information including: age, address, phone number, fitness/exercise background, date of birth, height, weight, hospitalization number, family doctor, contact person in case of emergency, any medical condition(s) identified in the health history screening procedure and a list of any prescriptions being taken.
- J) Develop rules of conduct for the facility that clearly specify activity limits within the program and post rules in prominent places throughout the facility. Make every effort to see that these rules are understood and adhered to by all program participants.
- K) Establish detailed terms of employment and ensure that all employees understand and operate within the scope of their position. Identify the qualifications and competencies required for each staff position (paid or volunteer) and insist that all fitness/exercise programs are delivered under the leadership and supervision of a person who possesses, and ideally exceeds, the minimum requirements for the position.
- L) Develop a fitness leader's guidebook that clearly defines responsibility limits for the fitness leader. These restrictions should address actions such as: exercise prescription, injury diagnosis, making interpretive statements on medical information (i.e., test results), or offering specialized advice on topics such as back care, nutritional supplements or injury rehabilitation.
- M) Incorporate an in-service training program for fitness leaders to maintain a high competency level among staff.
- N) Establish a communication mechanism by which program employees, volunteers and/or participants can raise concerns regarding existing or potential problems with any aspect of the program. Each concern raised should be addressed immediately and responded to in a responsible fashion.
- O) Provide participants with scientifically-sound, documented information addressing common health/exercise concerns.
- P) Develop and document an emergency action plan and conduct simulation exercises with staff to replicate potential emergency situations.
- Q) When evaluating staff, incorporate knowledge of safety and responsible program operation into the assessment.
- R) Give consideration to offering/providing optional accident insurance coverage for program participants.
- S) When in doubt on any aspect of legal liability or negligence, consult a legal opinion and/or obtain advice from your insurance agent.



3.2. Implications for Program Design

When designing or conducting a fitness program, a fitness leader should give consideration to the following precautions:

- A) choose activities that are suited to the participant's age, gender, physical and emotional health, exercise background and skill level;
- B) provide sufficient demonstration of the skills involved in each exercise/activity and give instructions on how to perform each activity safely;
- C) communicate any risk involved in a particular activity; it must be recognized that the burden is on the fitness leader to determine whether the program participant fully understands and appreciates these risks;
- D) give instructions in progressive steps;

Guidelines for Fitness Program Supervision

- 1. The fitness leader should be close to the activity and able to oversee the entire program (i.e., never, in any circumstance leave the premises).**
- 2. The program supervisor must be alert to any conditions that are potentially dangerous to the participants such as: individuals breaching facility regulations; program participants failing to use protective devices or safety equipment; participants working at a load or intensity that is beyond their capability.**
- 3. Program supervisors must be able to respond to all emergency situations in a prompt and competent manner.**

- F) provide program participants involved in strength training with instruction on sound spotting techniques;
- G) to the extent that it is possible, ensure that all program participants incorporate a good warm-up and cool-down into their exercise session;
- H) modify activities accordingly when temperature and/or humidity of the facility increases to beyond normal levels, especially when working with at-risk participants;
- I) always perform a pre-activity inspection of the facility and any equipment incorporated into a fitness class;
- J) provide a program orientation session to familiarize the participant with the physical requirements of the program and provide an explanation of equipment use, proper exercise procedures, and safety precautions.



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It is essential that the fitness leader acquire a complete understanding of the standard of care that could be reasonably expected of him/her prior to becoming actively involved in designing and/or conducting a fitness program.

3.3. Emergency Checklist ✓

Although a well designed fitness program is a relatively safe activity, it must be recognized that fitness/exercise programs possess a degree of inherent risk. Therefore, a fitness leader must appreciate that the occurrence of an injury is a possibility. In this regard, efforts must be made to prepare program leaders to act responsibly in the event of an accident. An emergency action plan should be developed, documented and communicated to all employees.

Suggested Actions:

- upon discovery of an injured person, immediately execute your emergency action plan;
- administer the appropriate first-aid care which you are qualified to administer, as dictated by the injury sustained and the condition of the person;
- if required, make arrangements to have the injured person transported and accompanied to a hospital;
- forward all pertinent information obtained from both the health history screening procedure and the accident report form to the proper medical authorities;
- contact the person identified as "contact person in case of emergency" on the screening report;
- complete the accident report form immediately after any incident and describe, in detail, the care provided; (*Section 5.4.*)
- secure the names and addresses of any witnesses to an accident;
- implement a follow-up procedure to an accident; the participant should re-enter or continue in the program only after medical approval has been obtained.



IV INSURANCE CONSIDERATIONS

4.0. Suggestions for Purchasing Liability Insurance

In a presentation to the Ontario Bar Association workshop entitled "Sports in the Courts", Hugh Morland, Managing Director of Marsh and McLennan Limited, identified the chief factors that have established the perception that sport is a less than desirable liability risk:

- 1— high public profile;
- 2— sporting accidents make the press;
- 3— underwriters are ignorant of the real risks involved and therefore assume the worst;
- 4— most insureds lack buying power since the premium derived from sports is an insignificant percentage even if it were aggregated together. In addition, those buying liability insurance use a fragmented approach which results in insurers being required to devote considerable human and financial resources to a small premium, hard-to-place risk;
- 5— the buying practices of many sport organizations are often primitive;
- 6— organizations using municipal facilities often have to hold the municipalities harmless for accidents caused by the negligence of the municipality;
- 7— poorly constructed and/or executed waivers or hold-harmless agreements.¹

Although this presentation addressed specifically sport, the concerns raised are also applicable to the fitness environment.

The following list is designed to assist the fitness program administrator or fitness leader address the problem of arranging liability insurance coverage.

- provide evidence to demonstrate that you have a risk management system in place;
- provide documentation to demonstrate your safety record;
- provide precise data on the background of program participants (i.e., age, health condition, exercise background, etc.);
- demonstrate the comprehensiveness of your health/history/exercise background screening procedure and explain how it is executed;
- provide information that demonstrates the competence of your personnel (i.e., certification attained, formal education, practical experience, etc.);

¹ Morland, H. "The Sports World: How to Obtain Insurance." proceedings from Sports in the Courts, Canadian Bar Association — Ontario, Continuing Legal Education. Jan. 16, 1987, p. 14-15.



-
- provide a complete description of the nature of the activity and an understanding of the equipment involved in the program;
 - demonstrate your use of a precisely worded *Informed Consent Form or Waiver*, and outline how it is explained and presented to the program participant;
 - expand insurance purchasing effectiveness by banding together with other appropriate groups for the purpose of increasing buying power and combining financial resources, therefore enabling the development of a more professional insurance plan submission;
 - select an insurance broker who you have confidence in and who is regarded as being knowledgeable in your area of concern, and demand a complete and well-prepared underwriting submission;
 - provide data from training equipment manufacturers indicating safety features and safety performance record of equipment in your facility;
 - demonstrate how special provisions/arrangements are made to accommodate program participants with special needs (from a safety perspective);
 - provide evidence illustrating the thoroughness of your emergency action plan.

4.1. Assessing the Effectiveness of a Liability Insurance Arrangement

Important considerations:

- identify and gain a complete understanding of all policy exclusions that are negotiated into the arrangement;
- is coverage provided by a "commercial general liability" form?
- what is the aggregate amount of the coverage?
- does the policy include "errors and omissions", i.e. does it indemnify for a breach resulting from a "professional" error or omission? (usually the word "professional" requires some form of clarification or definition);
- does the coverage include "injury to participants"?
- are all employees (paid and volunteer) covered under the arrangement?
- does the policy include professional liability, i.e. is coverage provided for counselling errors such as giving an improper exercise prescription?
- does the policy assume responsibility for deductibles, taxes, attorney's fees, court fees, or does it include "special policy" fees?



4.2. Sample Liability Coverage Arrangements

YWCA of/du Canada

- program is offered to each YWCA or YM-YWCA; it is not mandatory.
- program is flexible: each association can select the amount of coverage it wants.
- program includes:

General Liability:

- covering liability for injuries or death to persons and damage to property of others resulting from YWCA or YM-YWCA operations.

Professional Liability:

- covering liability for damages caused by negligent acts, errors, or omissions arising out of the rendering of services by YWCA or YM-YWCA staff and persons for whom the YWCA or YM-YWCA is legally liable.

Directors and Officers Liability:

- covers Board of Directors, members and officers.

Coaching Association of Canada

**NOTE: No current liability coverage plan offered.*

- previous plan:
 - \$1,000,000 coverage;
 - combined general liability insurance coverage plus errors and omissions (including all legal expenses);
 - designed to supplement existing policies;
 - did not provide coverage for the annual salaried coach;
 - covered events in Canada and the continental United States;
 - premium was built into membership fee.

Fitness Appraisal Certification and Accreditation Program

(Canadian Association of Sport Sciences)

- \$1,000,000 liability coverage for comprehensive general, and errors and omission liability coverage in excess of any valid primary insurance.
- this arrangement includes third party liability coverage, meaning that coverage is provided for damage to a client, whether it be in the form of bodily injury and/or property damage.
- this policy will also pay up to \$1,000,000 in legal defence costs.

**NOTE: All claims combined cannot exceed \$1,000,000.*

- mandatory \$10.00 premium fee to all members unless they have documentation to demonstrate other primary insurance coverage.
- this policy arrangement stipulates that all fitness consent forms must be kept on file for a three-month period after the appraisal has been conducted.



V APPENDIX

5.0. Insurance Terminology

Aggregate:	the dollar amount of insurance coverage during one specific period, for all insurance losses sustained.
Errors and Omissions:	to indemnify for damage caused as a result of a "professional" error or omission.
Incidental Malpractice:	to indemnify for the application or performance of emergency medical treatment.
Insurance:	the undertaking to indemnify another person against loss or liability for loss in respect of specific periods or upon the happening of a specific event.
Premium:	the sum of money paid by an insured in consideration for the acceptance of risk by the insurer.
Reinsurance:	the process whereby a company shares its risk with another, paying to such sharing company a portion of the premium it receives.
Third Party:	the claimant under a liability policy. He is not one of the two parties, (insured or insurer) who enter into the insurance contract which pays the claim.
Umbrella Policy:	a form of excess liability insurance available to corporations or individuals protecting them against claims in excess of the amount covered by their insurance program.
Underwriter:	the insurance company or group that insures a particular risk.

5.1. Legal Terminology

Tort:	a civil wrong, a method of compensating a victim of an injury based on the moral principle of responsibility for injury caused by fault.
Negligence:	falls under the law of tort and is defined as an omission to do something which a prudent and reasonable person would do, or to do something which a prudent and reasonable person would not do.

To establish a claim of negligence, four elements must exist.

- 1) **Duty of Care:** a duty must exist for a person or group to provide an appropriate standard of care and to take reasonable precautions to safeguard against foreseeable dangers.
- 2) **Breach of Duty of Care:** an act or omission must occur whereby a duty is not undertaken or complied with.



3) **Damage:** there must be an injury or loss resulting from the breach. The injury may be personal injury, damage to property or damage to a person's reputation.

NOTE: awarded damages compensate for: the injury, associated expenses, pain and suffering, anticipated future losses, and loss of amenities (ability to enjoy life).

4) **Causation:** it must be established that a sufficient causal relationship existed between the breach of duty and the resulting injury or loss.

Legal liability can arise out of an **omission**, which means failing to act when the action could be reasonably expected in a specific instance, or out of an act of **commission**, which means performing an act in a negligent manner.

Contributory Negligence: If the person who is injured has failed to take reasonable care for his own safety, then he may be partially or fully liable for his own injury.

Defendant: person against whom relief or recovery is sought in an action or suit.

Plaintiff: one who initiates a civil action, seeking the enforcement of protections of a right, or the redress or prevention of a wrong.

Occupier's Liability Act: The occupier of premises owes a duty of care to every visitor to take such care as in all the circumstances is reasonable to see that visitors will be reasonably safe in using the premises for the purpose which they were invited or permitted by the occupier to be there. An occupier can be defined as (1) a person who is in physical possession of a premises; (2) a person who has responsibility for, and control over the condition of a premises, the activities conducted on a premises, and the persons allowed to enter a premises.

Prudence: refers to the quality of being practically wise; careful of the consequences of measures or actions.

Vicarious Liability: indirect responsibility for the negligence of others.

Malfeasance: the performance of a wrongful act which the actor has no legal right to do; the commission of some act which is positively unlawful.

Misfeasance: the performance of an act which might lawfully be done, but which was done in an improper manner.

Nonfeasance: failure to perform a required duty.



52. Sample Waiver Form

NOTE: This sample waiver form is exhaustive. If you deem it appropriate to use a waiver, contact a legal authority to determine the exact wording of a form that is suited to your particular situation.

RELEASE, WAIVER AND ASSUMPTION OF RISK

I, (*Name*), **hereby acknowledge and agree** that in consideration of being permitted to participate in (*name of programs or activities*) organized, operated or sanctioned by the (*name of association*) herein called "The Association".

1. **I do hereby release**, the Association, its members, officers, directors, employees, independent contractors and agents from all liability, and do hereby waive as against the Association, its members, officers, directors, employees, independent contractors and agents all resources, claim causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with, my preparation for, or participation in, the aforesaid (*name of programs or activities*), not withstanding that such injuries or losses may have been caused solely or partly by the negligence of the Association of any of its members, officers, directors, employees, independent contractors or agents.
2. **And, I do hereby acknowledge and agree:**
 - a) the (*name of activity*) and (*other activities within the activity, i.e., aerobic dance*) can be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the activity itself, others which result from human error and negligence on the part of persons involved in the preparation of organization and staging (*name of activity*) programs, classes and other activities;
 - b) that, as a result of the aforesaid risks and hazards, **I as a participant** may suffer serious personal injury, even death, as well as property loss;
 - c) that some of the aforesaid risks and hazards are foreseeable, but others are not;
 - d) that nevertheless **freely and voluntarily assume** all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the aforesaid (*name of programs and activities*) shall be entirely at my own risk;
 - e) **that I understand** that neither the Association nor any of its members, officers, directors, employees, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid (*name of programs and activities*);
 - f) that **I have carefully read** this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement, that I fully understand same, and that I am freely and voluntarily executing same;



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- g) that **I understand clearly** that by signing this release, I will be forever prevented from suing or otherwise claiming against the Association, its members, officers, directors, employees, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any of the above mentioned (*name of programs or activities*) whether or not such loss or injury is caused solely or partly by the NEGLIGENCE of the Association or any of its members, officers, directors, employees, independent contractors and agents;
- h) that **I have been given** the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;
- i) that **I understand clearly** that the association would not permit me to participate in any such (*name of programs and activities*) unless I signed this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement, that this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement applies to all the aforesaid (*name of programs and activities*) whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in such (*name of programs and activities*) in order to be effective;
- j) that the term (*name of programs and activities*) as used in this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement includes without limiting the generality of that term, activities as well as all other events that are in any way authorized, sanctioned, organized or operated by the Association;
- k) that this RELEASE, WAIVER and ASSUMPTION OF RISK agreement is **binding** on myself, my heirs, my executors, administrators, personal representatives and assigns; and
- l) that **I understand clearly** that the Association is and shall be deemed to be acting for itself and as agent on behalf of the benefit of the members, officers, directors, employees, independent contractors, and agents of the Association for the purposes set out in the above-stated clauses of this agreement.

DATED at _____, this _____ day of _____, 19____.

Signature

Witness

DECLARATION OF SOLICITOR/NOTARY

I (*name of solicitor/notary*), **do hereby confirm** that prior to signing the attached RELEASE, WAIVER AND VOLUNTARY ASSUMPTION OF RISK agreement, (*name of participant*) consulted me and, separately and apart from all representatives of the (*name of association*), I advised him/her fully as to the nature and legal effect of the the said agreement, and he/she seemed to fully understand same.

My advice to the said _____ was not restricted or complicated by any conflict of interest considerations.

DATED at _____, this _____ day of _____, 19____.

NOTE: This form must be witnessed at the time of signing and the witness must be of the age of majority.

Barrister & Solicitor

(from Commission Report, Appendix 1)



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5.3. Sample Informed Consent Form (draft only)

Thank you for choosing to use the facilities, services or programs of _____. We request your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following INFORMED CONSENT AGREEMENT.

I, _____, **declare** that I intend to use some or all of the activities, facilities, programs and services offered by _____ and I understand that each person, (*myself included*), has a different capacity for participating in such activities, facilities, programs and services. **I am aware** that all activities, services and programs offered are either educational, recreational, or self-directed in nature. I assume full responsibility during and after my participation, for my choices to use or apply, at my own risk, any portion of the information or instruction I receive.

I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and the awareness, care and skill with which I conduct myself in that activity or program. **I acknowledge** that my choice to participate in any activity, service and program of _____ brings with it the assumption by me of those risks or results stemming from this/these choice(s) and the fitness, health, awareness, care and skill that I possess and use. In addition, **I understand** that I am free to withdraw from, reduce or modify my involvement in any program activity and I realize that I should do so upon recognition of any signs of transient lightheadedness, fainting, chest discomfort, leg cramps, nausea, etc.

I further understand that the activities, programs and services offered by _____ are sometimes conducted by personnel who may not be licensed, certified, or registered instructors or professionals. **I accept** the fact that the skills and competencies of some employees and/or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and herein employed to provide such professional services.

In addition, **I acknowledge** that I have inquired about the nature of any activity, program or services that I am not completely familiar with and I have been informed of any inherent risks.

I declare that I have read, understood and agree to the contents of this INFORMED CONSENT AGREEMENT in its entirety.

Participant

Witness

Date

Date

NOTE: This draft Informed Consent Agreement is still in the developmental stages. It is anticipated that further revisions will take place.

(Adapted from Fitness Standards Safety Committee, "Safety Standards for the Screening of Participants Planning to Engage in Activities and Programs Offered by the Ontario Fitness Industry, Third draft, January 1989, p. 7)



5.4. Sample Accident Report Form

PROGRAM _____
Program Supervisor _____

TIME of accident _____ DATE of accident _____
PLACE of accident _____

Identification of participant(s) involved in accident

NAME _____
ADDRESS _____

Description of accident: _____

Causes and contributing factors: _____

Description of injury(ies) and/or property damage: _____

Immediate action taken by supervisor on duty and/or others: *(please be specific as possible)* _____

Medical unit called? _____ If YES, give arrival time _____

DIAGNOSIS of Medical Unit _____

Immediate Treatment Given by Medical Unit _____

Injured person(s) taken to hospital? _____

If YES, by whom? _____

WITNESS (*name*): _____

Phone Number: _____

Address: _____

Signature of Reporter: _____ DATE _____

Name (*print*): _____ Phone # _____

Follow-up Actions: _____

Date: _____ By Whom: _____

Subsequent medical diagnosis: _____

Other Comments: _____

Medical Clearance Required?: _____

If YES, date given: _____

(adapted from "Safety and Legal Responsibility — CIRA Safety and Legal Responsibility Committee")



5.5. Sample Pre-Activity Screening Form

Physical Activity Readiness
Questionnaire (PAR-Q)*

NAME OF PARTICIPANT _____

DATE _____

PAR Q & YOU

PAR-Q is designed to help you help yourself. Many health benefits are associated with regular exercise, and the completion of PAR-Q is a sensible first step to take if you are planning to increase the amount of physical activity in your life.

For most people physical activity should not pose any problem or hazard. PAR-Q has been designed to identify the small number of adults for whom physical activity might be inappropriate or those who should have medical advice concerning the type of activity most suitable for them.

Common sense is your best guide in answering these few questions. Please read them carefully and check (✓) the YES or NO opposite the question if it applies to you.

YES NO

1. Has your doctor ever said you have heart trouble?
2. Do you frequently have pains in your heart and chest?
3. Do you often feel faint or have spells of severe dizziness?
4. Has a doctor ever said your blood pressure was too high?
5. Has your doctor ever told you that you have a bone or joint problem such as arthritis that has been aggravated by exercise, or might be made worse with exercise?
6. Is there a good physical reason not mentioned here why you should not follow an activity program even if you wanted to?
7. Are you over age 65 and not accustomed to vigorous exercise?

If
You
Answered

YES to one or more questions

If you have not recently done so, consult with your personal physician by telephone or in person BEFORE increasing your physical activity and/or taking a fitness appraisal. Tell your physician what questions you answered YES to on PAR-Q or present your PAR-Q copy.

programs

After medical evaluation, seek advice from your physician as to your suitability for:

- unrestricted physical activity starting off easily and progressing gradually.
- restricted or supervised activity to meet your specific needs, at least on an initial basis. Check in your community for special programs or services.

NO to all questions

If you answered PAR-Q accurately, you have reasonable assurance of your present suitability for:

- A GRADUATED EXERCISE PROGRAM – a gradual increase in proper exercise promotes good fitness development while minimizing or eliminating discomfort;
- A FITNESS APPRAISAL – the Canadian Standardized Test of Fitness (CSTF).

postpone

If you have a temporary minor illness, such as a common cold.

Developed by the British Columbia Ministry of Health. Conceptualized and critiqued by the Multidisciplinary Advisory Board on Exercise (MABE). Translation, reproduction and use in its entirety is encouraged. Modifications by written permission only. Not to be used for commercial advertising in order to solicit business from the public.
Reference: PAR-Q Validation Report. British Columbia Ministry of Health, 1978.
Produced by the British Columbia Ministry of Health and the Department of National Health & Welfare.



5.5.1. PAR-Q Limitations

The Fitness Standards Safety Committee (FSSC) notes that the sensitivity and safety of the PAR-Q are generally well recognized, but its specificity has come under question for having a conservative bias. Limitations of the PAR-Q are noted below:

1. **The upper age limit of 65 years may be too high for some individuals.** Chronological age does not always correspond with biological or functional age. Question 7 of the existing PAR-Q asks "Are you over age 65 and not accustomed to vigorous exercise?" However, it is felt by some that the last five words of the question may not screen out some people who are "at risk". Currently, there is no evidence to suggest that this seriously limits the validity of the PAR-Q.
2. **Pregnancy and current use of prescription medication(s) are not identified by the PAR-Q.** Because pregnancy is known to alter the homeostasis of the body, it has been suggested that women be screened to determine their pregnancy status and that all pregnant women have medical clearance prior to participation in fitness conditioning during gestation. Similarly, the use of prescription medication may increase exercise risk for some participants. As a general guideline, it is suggested that if a person is currently under medical care and taking prescription medication, medical clearance should be obtained prior to permitting unrestricted access to physical activity programs.
3. **People over age 65 who are asymptomatic and only wish to participate in mild to moderate intensity physical activity are automatically referred to a physician for medical examination and clearance.** While the FSSC recognizes that risks to health generally increase with age, it also feels that some modification of the existing PAR-Q for those 65 years and older should be considered so that otherwise healthy and already active older adults should not be inconvenienced or discouraged from being physically active solely on the basis of age.
4. **The PAR-Q does not provide an appropriate basis for clearing the person who wishes to progress suddenly from a long period of sedentary living to bouts of heavy or vigorous exercise.** It is advisable to counsel prospective clients about the risks associated with unaccustomed "heavy" exercise. It is also desirable to enquire about the client's current activity level and perceived fitness to participate.

(From Fitness Standards Safety Committee, "Safety Standards for the Screening of Participants Planning to Engage in Activities and Programs Offered by the Ontario Fitness Industry", Third draft, January 1989, p.3)

NOTE: The FSSC recommends the use of the PAR-Q as a minimal, general, pre-activity screening standard for entry into low to moderate intensity physical activity provided that additional information is obtained about pregnancy, medication and current activity status of the participant.

5.6. Sample First Aid Equipment Checklist ✓

RECOMMENDED

- ◆ Rubber gloves (disposable)
- ◆ Universal scissors
- ◆ Tongue depressors
- ◆ Triangular bandages (no less than 6)
- ◆ Cotton swabs
- ◆ Q-tips
- ◆ Assorted adhesive bandages
- ◆ Sterile gauze pads 4 x 4's and 2 x 2's
- ◆ Sterile eye pads
- ◆ Adhesive tape 1" wide rolls
- ◆ Paper tape 1" wide rolls
- ◆ 6" elastic wrap (no less than 2)
- ◆ 4" elastic wrap (no less than 2)
- ◆ 3" elastic wrap (no less than 2)
- ◆ Blankets (No less than two)
- ◆ Cold packs or ice, if available, with zip lock plastic bags
- ◆ Safety pins
- ◆ Current edition of a first aid manual (St. John's or Canadian Red Cross)
- ◆ Antiseptic solution
- ◆ Hydrogen Peroxide
- ◆ Foam padding
- ◆ First-aid cream

OPTIONAL

- ❖ Crutches (adjustable)
- ❖ Splints (air, metal or made from wood, variety of sizes)
- ❖ Passive flow oxygen
- ❖ Stretcher



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