



CITY OF CORNER BROOK

Policy Statement

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| Policy Title | <i>Civic Centre Helmet Policy</i> | Index: | <i>Properties & Facilities</i> |
| Section: | <i>City Properties</i> | Policy Number: | <i>#08-01-07</i> |
| Authority | <i>Council</i> | Adopted Date: | <i>August 18, 2025</i> |
| Effective Date: | <i>September 1, 2025</i> | Revision Date: | |

1. **POLICY STATEMENT:** The City of Corner Brook will strive to ensure use of recreation facilities is as safe as possible.

2. **PURPOSE:** To provide clarity on the requirements to wear helmets while engaging in on-ice activities at the Civic Centre.

3. APPLICABILITY

1. All individuals, including staff and members of the public, are required to wear a helmet while engaging in on ice activity with the exception of the exemptions listed in paragraph 5 herein. A CSA approved hockey style helmet is strongly recommended.
2. The City of Corner Brook ("the City") will not be responsible for monitoring compliance with this Policy. The City may however in its sole discretion remove from the ice and deny future ice access to any individuals and/or user groups that fail to comply with this policy.
3. Parents and guardians of minor children are responsible to ensure that their children/wards under the age of nineteen years wear a helmet in accordance with this policy.
4. All companies, clubs, associations, organizations, and other groups and individuals that rent, lease or are otherwise granted ice time at a City facility including but not limited to hockey teams, figure skating clubs, curling clubs and other sporting or leisure groups are responsible to monitor and ensure compliance with this Policy during their allotted ice times.
5. The following exemptions apply to the requirement to wear helmets set out in paragraph 1 of this Policy:
 - a. "Designated First Aid and Emergency Responders responding to a medical emergency or injury that has occurred on the ice surface;
 - Designated First Aid and Emergency Responders include:
 - Team/organization appointed trainers
 - Paramedics/EMT's
 - Firefighters
 - Police
 - Security; and

- Doctors and/or nurses called upon to assist in an emergency.

b. Participants participating in a sanctioned practice or competition of a sport for which helmets are not required in accordance with the rules of Sport NL or other respected governing body that has been approved by the City in its sole discretion , or participating in a medal ceremony, on ice celebration, or on-ice special event such as a team photo, and which sporting group has provided the following:

- i. proof of insurance with an endorsement from the insurance provider approving participation without helmets and covering all participants in the amount of at least Five Million dollars (\$5,000,000.00) per occurrence naming the City as an insured and proving cross liability coverage.

c. Professional athletes where the industry standard includes performance without the use of helmets provided that the athlete, their manager or employer provide:

- i. a signed waiver and indemnity in a form approved by the City signed by the athlete and/or athlete's parent or legal guardian if the athlete is under the age of 19 years; and
- ii. Proof of insurance coverage satisfactory to the City such as workers compensation insurance, long term disability insurance and/or other personal injury insurance

d. Individuals participating in ceremonies, such as anthems or ceremonial face-offs, provided that a non-slip walkway, such as a carpet, is provided; and

f. Such other exemptions as may be pre-approved in writing by the City in its sole discretion from time to time on such terms and conditions as the City in its sole discretion may deem necessary or desirable provided that a waiver and indemnity to the satisfaction of the City has first been provided.

10. Reference:

25-120 (August 18, 2025)

IN WITNESS WHEREOF this policy is sealed with the Common Seal of the City of Corner Brook.

Deputy Mayor

City Clerk

CITY OF CORNER BROOK – HELMET POLICY WAIVER AND INDEMNITY AGREEMENT

(For Participants Engaging in On-Ice Activities Without a Helmet in Accordance with Section 5 of the Helmet Policy)

1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I acknowledge and understand that participating in on-ice activities without wearing a helmet, even under an exemption granted by the City of Corner Brook, involves inherent risks of serious injury, disability, or death.

I confirm that:

- I am aware of and voluntarily assume all such risks;
- I or my child/ward are participating in one or more of the following exempted activities as described in Section 5 of the Helmet Policy (please initial all that apply):

_____ Professional Athlete Performance
_____ Ceremony Participation (e.g. Anthem, Ceremonial Face-Off)
_____ Other (pre-approved by the City): _____

2. RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to use the City ice surface and to do so without a helmet under the applicable exemption, I, on behalf of myself and my child/ward _____ hereby release, waive, and forever discharge the City, its elected officials, officers, employees, volunteers, and agents (collectively, the "Releasees") from any and all claims, demands, actions, or causes of action for injury, illness, death, property damage, or loss arising from or related to the participation of myself and my child/ward _____ in any on-ice activity without a helmet, whether caused by negligence of the Releasees or otherwise.

3. INDEMNITY

I agree to indemnify and hold harmless the Releasees from any and all liabilities, claims, damages, costs, and expenses (including legal fees) incurred in connection with or arising from the aforementioned helmet-free participation.

5. BINDING EFFECT

This Agreement is binding on the undersigned, the child participant, and their heirs, executors, administrators, legal representatives, successors, and assigns. By signing this form, I acknowledge having read, understood, and agreed to this waiver, release and indemnity on my own behalf and on behalf of my child/ward. If signing on behalf of another person, I hereby represent and warrant that I am their legal parent and/or legal guardian.

Participant Name (or Authorized Representative): _____

User Group/Organization (if applicable): _____

Signature of participant: _____

Signature of participant's legal guardian if participant is under the age of 19 years or does not otherwise have legal capacity: _____

Date: _____

Witness: _____