

PARENT/LEGAL GUARDIAN ACKNOWLEDGEMENT OF CONSENT FOR MINORS TO PARTICIPATE TO THE COMMONWEALTH GAMES 2022

***This section is to be completed by the parent / legal guardian(s) (the "Parent / Legal Guardian(s)") of participants (the "Participant(s)") in the Birmingham 2022 Commonwealth Games (the "Games") where at the time of signing the Entry and Eligibility Form (the "Form") (a) the Participant is under the age of 18; (b) under the laws of the country in which he/she is resident, the Participant is a minor; and/or (c) as a result of impairment the Participant lacks legal competency to sign and has a trustee, guardian or like person to take care of his/her legal affairs and to enter into contracts on his/her behalf.**

Failure to sign this Form will result in the Participant not being allowed to take part in the Games.

As the Parent / Legal Guardian of the Participant named in the Form, I confirm that:

1. Consent to allow the Participant to take part in the Games:

I authorise the above-named Participant in the Form to take part in the Games and sign the Form, and I undertake to ensure that the Participant will comply with the terms and conditions of the Form and other provisions referred to therein.

2. Undertakings:

I confirm that:-

- a. I am the Parent / Legal Guardian of the above-named Participant and have full legal authority and the necessary powers to grant the required authorisations;
- b. The Participant and I have read and understood the Form and other provisions referred to therein, and I have explained to the Participant their terms and effects;
- c. the Participant has read and understood the Form and other provisions referred to therein and, together with the benefit of my explanation, he/she understands their respective terms and effects;
- d. The Participant and I consent to and approve all provisions of the Form and undertake to ensure that the Participant shall honour his/her obligations under the Form;
- e. The Participant and I have read and understood the Privacy Notice set out in Annex 1 to the Form which contains important information regarding the processing of personal data relating to Participants and their Parent / Legal Guardian(s); and
- f. I have notified the Participant's CGA of any specific medical condition or needs of the Participant.

3. Capture and use of images by the Participant:

I hereby acknowledge and agree that by participating in the Games, the Participant is taking part in an exceptional event which has ongoing international and historical significance. As a result in consideration of the acceptance of such participation, I agree with the grant of rights set out in the "Use of Image and Marketing" section of the Form.

4. Authority to Chef de Mission:

I hereby authorise the Chef de Mission of the Participant's CGA after meaningful consultation with the Participant to provide the necessary consent where and when required where the Participant own consent cannot be sought or where adult consent is required in conjunction with the Participant consent for the Participant's participation in the Games (and undertaking of other activities during the Games including non-harmful cultural and educational activities). Such Chef de Mission can appoint a substitute or delegate all or part of such responsibility to other persons, if needed. If such decision is made the parents/legal guardians and the Participant will be informed in advance.

In particular, I consent to:-

- a) any necessary medical treatment being administered to the Participant in the case of any injury, infection, or illness whilst the participant is in England for the Games. Unless the Participant is unconscious treatments and/or procedures will be fully explained to the Participant and whoever is acting in Loco Parentis before they are administered; and
- b) any of the specific measures, including those that are classed as medical acts, adopted and implemented by the OC, the English authorities, the CGF and other entities involved in the implementation of such measures, included in the set of rules and instructions (including any update thereof) aiming at protecting the health of all Participants and ensuring the safe staging of the Games, in particular in relation to any infectious diseases while attending the Games (including the travel to/from the Games and its preparations).

In that context, the Chef de Mission, after meaningful consultation with the Participant shall be entitled to sign consent forms, licenses, or waivers of liability in relation to the Participant taking part in said events.

5. Release, Waiver and Consent:

In consideration of the acceptance by the CGF and the OC to the Participant taking part in the Games, to the extent permitted by law, I agree that participation in the Games may imply exposure to certain risks (e.g. injury, loss of property, infectious diseases) which despite all care taken by the OC, the CGF and the English authorities may not be completely eliminated.:

- a. I agree that the Participant will take part in the Games and it is acknowledged that there are risks associated to such participation; those include potential impact on the Participant's participation and/or performance in the Games, serious bodily injury or even death caused by the potential exposure to health hazards and any infectious disease whilst attending the Games (including the travel to and from the Games and its preparations) and/or specific measures to mitigate the risk of such exposure. I accept that the Participant will act responsibly, and he/she will take reasonable steps to ensure no harm is caused to themselves or others during the Games
- b. I have brought to the attention of the Participant the need to seek support from the Chef de Mission/ delegation in order to remain aware and informed of any specific measures and rules adopted or implemented by the OC, the UK Government, the CGF and/or any other entities involved in the implementation of such measures, which may be included in any rules, guidance and/or instructions (including any updates thereof) referred to in the Form and to understand the importance of complying therewith as a condition to him/her being granted and to maintain his/her accreditation for the Games. I have also brought to the attention of the Participant that some of the measures may be considered medical acts subject to the Participant's express consent and may require the direct or indirect collection and processing of the Participant's personal data, including health related information. My personal data may be shared in accordance with the privacy notice set out in the Appendix to this form.
- c. I agree that the Participant is responsible for all property brought to the Games sites by the Participant and that the OC, the UK Government ('UKG'), Birmingham City Council ('BCC'), CGF, CGFP and any other English local authority where there is a Games venue or event (and their respective executive members, directors, officers, employees, volunteers, contractors or agents) ("**Released Parties**") accept no responsibility for

any loss or damage to this property.

- d. To the fullest extent admissible under applicable laws, (i) I agree that the Participant irrevocably releases the Released Parties from any liability for any loss, damage, personal injury, infectious disease, death, economic loss, indirect loss, or consequential loss however caused, for any default, failure, or negligence (to the extent permitted by law) in relation to the Participant's participation in, and activities during, the Games. Where a term of this waiver and release contravenes the law of the relevant jurisdiction under which any legal action is brought it will not apply, however such terms are severable and do not invalidate the remaining terms and (ii) notwithstanding the foregoing, in any event where the Released Parties are liable for any damages the Participant suffered under the applicable laws, I agree that the Released Parties' liability shall be limited to actual and direct damages which are reasonably incurred by the Participant.

6. Cost of Damage:

I acknowledge and agree that I will be held responsible to pay the total cost of reckless or intentional damage the Participant causes to any property (or the cost of replacement where property is lost) at the Games Village, competition venues or training venues (except in the case of competition and training venues where such damage is caused by reasonable wear and tear as a result of training for, or competing in, the Games).

7. Governing Law:

I agree that this Form shall be interpreted in accordance with English law.

PARENT/LEGAL GUARDIAN CONFIRMATION

I confirm that I and the participant have read and agreed to all the provisions of this Form and that my signature below is authentic and is the signature of the Parent/Legal Guardian named above.

Parent/legal guardian's full name

Signature of the parent/legal guardian

Date

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CGA CONFIRMATION

The CGA confirms the above-named person signing this form is the Parent / Legal Guardian of the Participant, that the person named below is duly authorised to sign and represent the CGA with his/her signature. The CGA acknowledges that the Chef de Mission named below has accepted responsibility for the Participant in the manner stated in this form.

The CGA confirms that a risk assessment to cover the role of Loco Parentis has been completed for the below named Chef de Mission and no risks to children or adult at risk have been identified. This includes the CGA using all reasonable endeavours to undertake police vetting or other such relevant checks on the below named Chef de Mission to highlight whether they are excluded from working with children and/or adults at risk. Where legal frameworks to support those checks do not exist a disclosure form has been signed by the below named Chef de Mission indicating that they do not hold any spent or unspent conviction that prevent them from working with children and/or adults at risk.

In the case where delegation of power occurs, the above-described procedures apply to that individual and the CGA will inform them accordingly.

CGA's authorised representative full name

Signature of the CGA's authorised representative

Date

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D D M M Y Y Y Y

CGA Chef de Mission's full name

Signature of the CGA Chef de Mission

Date

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If you require additional support to complete this form and/or have any further questions, please contact Claudia Villa-Hughes CGF Head of Safeguarding E-Mail: c.villa@thecgf.com