

AGENDA FOR THE REGULAR NANAIMO ATHLETIC COMMISSION MEETING
TO BE HELD IN THE BOWEN PARK CONFERENCE ROOM
ON WEDNESDAY, 2011-MAR-16 COMMENCING AT 12:00 P.M.

1. **CALL THE REGULAR NANAIMO ATHLETIC COMMISSION MEETING TO ORDER:**
2. **INTRODUCTION OF LATE ITEMS:**
3. **ADOPTION OF AGENDA:**
4. **ADOPTION OF MINUTES:**
 - (a) Minutes of the Regular Nanaimo Athletic Commission Meeting held Wednesday, 2011-JAN-26 at 12:00 p.m. in the Bowen Park Conference Room.
5. **PRESENTATIONS:**
6. **DELEGATIONS: (10 MINUTES)**
 - (a) Jay Golshani, Promoter of Battlefield Fight League, updating information for the Mixed Martial Arts (MMA) event at Frank Crane Arena 2011-MAR-26, and request for sanctioning of event at Frank Crane Area on 2011-MAY-28.
7. **REPORTS OF ADVISORY BODIES:**
8. **CHAIRMAN'S REPORT:**
 - (a) Nanaimo Athletic Commission Bylaw Update
9. **STAFF REPORTS:**
10. **CORRESPONDENCE: (Action)**

CORRESPONDENCE: (Information)
11. **OTHER BUSINESS:**

(a) Las Vegas Wrestling Convention. – Merv Unger

(b) Medical Forms – E. Garner.

27 - 37

(c) Meeting with Officials/Commissions in Vancouver – Merv Unger

12. **UNFINISHED BUSINESS:**

13. **QUESTION PERIOD:**

14. **ADJOURNMENT:**

2011-MAR-01
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----- Original Message -----

From: [Pat Reid](#)
To: '[Lueckenhoff, Tim](#)'; [PR.ABC Membership](#)
Cc: [Montanez, Richard, UT](#)
Sent: Monday, March 07, 2011 8:12 AM
Subject: RE: Airfare Discounts.doc

Hi Richard:

We experienced the same issue here in Edmonton, Alberta, Canada and our legal department had us create a Medical Policy that included three key attachments: (1) Contestant Acknowledgement of the Level of Medical Care at our events; (2) A Release and Waiver Form; (3) A Release Form if a Fighter Refuses the Medical Treatment offered at the time of the event (called Against Medical Advice).

You may find the attached to be of some assistance - note that if you state your level of care provided BEFORE the event (weigh in or even at the time of contract signing between the promoter and the fighter), at that time the fighter AGREES to compete in your city at your event knowing and agreeing to the level of medical care expected. That way there are no short term nor long term "surprises".

Feel free to use any of this information.
Cheers, Pat Reid

Pat Reid
Executive Director
Edmonton

Edmonton Combative Sports Commission Policy: Medical

Description: One of the core values of the Edmonton Combative Sports Commission (ECSC) is to protect the safety of contestants involved in combative sports events. In order to meet this goal, the ECSC retains the services of physicians to ensure that contestants have access to basic medical care and assessment before, during and after each event. Emergency medical personnel must also be in attendance at each event. Promoters benefiting from hosting combative sports events are required to pay the cost of the medical services required for their events.

Rationale: The purpose of this policy is to regulate combative sports by creating a procedure to enhance the safety of contestants. Safety is enhanced by having physicians retained by the ECSC to:

1. review medical information provided by contestants prior to events;
2. check blood pressure and heart rate before events;
3. administer basic physical tests to determine fitness to participate in events;
4. provide basic medical care during events;
5. refer contestants to hospital or other medical treatment facilities in the event of more serious injuries;

6. stop the contest if one of the contestants ceases to be fit to participate in the event;
7. provide post-event examinations;
8. provide post-event rehabilitation recommendations;
9. determine whether medical suspension from competing is warranted; and
10. inform event officials and the sports' governing bodies of medical suspensions issued.

Procedure: ECSC will, at its discretion, retain the services of a Chief Medical Officer (CMO) and a Chief Medical Advisor (CMA) to provide ECSC with medical advice and to locate and schedule physicians to provide pre-event, during event, and post-event medical services. The CMO and CMA may also attend as physicians during events.

- 1.1. The ECSC will retain the services of physicians to provide pre-event, post-event and during event medical services.
- 1.2. The ECSC will retain the services of EMS personnel to provide paramedical emergency services during events.
- 1.3. Promoters will pay for all costs for physicians and EMS personnel providing medical services during events. Promoters must deliver full payment for those services at least 5 days in advance of each event. The ECSC retains the discretion to cancel an event if the promoter fails to provide full advance payment for medical services as required.
- 1.4. Promoters will provide ECSC the name of each contestant the promoter proposes to have compete at an event not later than 5 days prior to the date of the contestant's weigh-in.
- 1.5. Promoters or contestants will provide the contestant's medical information to the ECSC not later than 5 days prior to the date of the contestant's weigh-in. The contestant's medical information must include:
 - 1.5.1. A CT Scan or MRI not dated more than two years prior to the date of competition;
 - 1.5.2. 12 Lead tracing or tape for ECG taken within 12 months prior to the date of the event;
 - 1.5.3. Blood serology taken within 6 months prior to the date of the Contestant's weigh-in showing a negative result for the following conditions:
 - 1.5.3.1. Hepatitis B - Surface Antigen – (NOT just HbsAB);
 - 1.5.3.2. Hepatitis C;
 - 1.5.3.3. HIV; and
 - 1.5.3.4. Syphilis.
 - 1.5.4. Indirect Fundoscopy – indirect eye exam – conducted by an optometrist or ophthalmologist within 12 months prior to the date of the event.
 - 1.5.5. the name of an emergency medical contact person.
- 1.6. ECSC may request medical information from any contestant in addition to the information specified in 1.5 and it is the contestant's responsibility to ensure that the requested information is provided in a timely manner.

- 1.7. ECSC will not permit a contestant to compete if the contestant has not provided the medical information specified in 1.5 or if the contestant has failed to sign and return to the ECSC the contestant's Acknowledgement and Release and Waiver forms attached to this policy.
- 1.8. If a contestant does not provide the medical information in 1.5 or any additional medical information requested by ECSC in accordance with this policy, in time for ECSC's physicians to review the information prior to the weigh-in, or at all, ECSC retains the discretion to deny that contestant permission to compete at the event.
- 1.9. ECSC will advise contestants of the level of medical care provided by the ECSC prior to or on the date of the contestant's weigh-in in order to allow the contestant to make an informed decision about whether or not to participate given the level of medical care provided. In addition, the is policy will be posted on ECSC's website.
 - 1.9.1 Contestants will be provided the following pre-event medical services from ECSC Physicians:
 - 1.9.1.1 Physicians will review the medical information provided by each contestant;
 - 1.9.1.2 Physicians will measure each contestant's blood pressure and heart rate and will undertake any additional tests they feel essential to ensure fighter safety;
 - 1.9.1.3 Physicians will require the contestant to participate in physical testing to determine fitness of the contestant's hands, knuckles, wrists, knees, ankles, etc.
 - 1.9.2 Contestants will be provided the following medical services by ECSC physicians during the event:
 - 1.9.2.1 Medical examination to determine the nature and seriousness of injuries sustained during the contest;
 - 1.9.2.2 Determination of whether the contestant is fit to continue the contest;
 - 1.9.2.3 Determination of whether the contest must be stopped entirely or temporarily if a contestant is injured;
 - 1.9.2.4 Basic medical care for less serious injuries;
 - 1.9.2.5 Referral to hospital or other medical treatment facilities if the physician determines the physician's professional opinion that the contestant's injuries warrant more than basic medical care such that treatment at a medical facility would be medically required;
 - 1.9.2.6 Arrangements for EMS transport of contestants who require medical treatment at a medical facility;
 - 1.9.3 Contestants will be provided the following post-event medical services by ECSC physicians:
 - 1.9.3.1 Post-event medical assessment;
 - 1.9.3.2 Recommendations for rehabilitation prior to competing at another event;

- 1.9.4 Physicians may issue a medical suspension with respect to a contestant who in the opinion of the assessing physician is not fit to compete for a specified period of time.
- 1.10 Conscious contestants may decline medical care or referral to a hospital or other medical facility, and bear the risks associated with that decision. Such a contestant must sign a waiver confirming his/her decision not to go to a hospital even though advised to do so by the attending physician. Unconscious contestants will be transported to a hospital or other medical facility for further examination.
- 1.11 Physicians may disclose a contestant's medical information to medical personnel providing medical services to the contestant.
- 1.12 Physicians will report medical suspensions to the ECSC official recording the results for the event.
- 1.13 The Executive Director will report medical suspensions to the governing body of the contestant's sport that retains records of all medically suspended contestants.
2. The contestant's Acknowledgment and Release and Waiver forms attached to this policy form part of this policy. All contestants must complete them prior to weigh-in.
3. Medical information collected from contestants is collected pursuant to section 33 of the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25. That information will be retained and disclosed in accordance with the Act.
4. All records created by physicians while providing services to the ECSC are the ECSC's records and may not be used by the physician or anyone else without the ECSC's prior permission.

Attachments (see below)

1. Contestant's Acknowledgement of the Level of Medical Care
2. Release and Waiver
3. Against Medical Advice (AMA) Waiver (Refusal to go to Hospital)

#1.

**CONTESTANT’S ACKNOWLEDGMENT
OF THE LEVEL OF MEDICAL CARE PROVIDED TO CONTESTANTS
PARTICIPATING IN EVENTS REGULATED BY THE EDMONTON COMBATIVE
SPORTS COMMISSION**

EVENT: _____

DATE OF EVENT: _____

NAME AND LOCATION OF EVENT: _____

NAME OF CONTESTANT: _____

I, _____, (“Contestant”) wish to compete in the above noted Regulated Combative Sports Event (the “Event”).

As a condition of competing in the Event, I represent and warrant that I have been informed about the level of medical care that will be provided to me during the event. I am agreeing to compete in this Event after being specifically informed of the following matters regarding this Event:

1. The Edmonton Combative Sports Commission (“ECSC”) is responsible for regulating Regulated Combative Sports as defined in Bylaw 14308, including professional boxing, mixed martial arts, wrestling and other combative sports.
2. Physicians and Emergency Medical Services personnel, acting under the direction and authority of the ECSC will attend the Event and perform the following duties for the ECSC:
 - a. Review my pre-Event medical information provided to ECSC by me or my promoter or agent, in order to decide whether or not I am medically fit to participate in the Event;
 - b. Examine me prior to the Event, and such examination will include measuring my heart rate and blood pressure and may include directions to complete physical tasks to determine my fitness to participate in the Event;
 - c. Provide basic medical care to me during the Event if I am injured;
 - d. Refer me to a hospital or other health services facility for treatment if in the medical professional’s opinion the treatment I require exceeds the level of basic medical care that is provided at the Event;
 - e. Stop the event to examine me, and to determine whether or not I am medically fit to continue participating in the Event;
 - f. Examine me if I am rendered unconscious and direct that I be transported to a hospital or other medical facility for emergency care if in the medical professional’s opinion that is required;
 - g. Exercise the medical professional’s discretion to stop the contest if I am not medically fit to continue to participate;

- h. Conduct a post-Event medical examination;
 - i. Make recommendations for post-Event rehabilitation;
 - j. Impose a medical suspension on me on the basis of my post-Event medical condition, a suspension I will respect; and
 - k. Inform the official recording the results of the event that the physician ordered a medical suspension.
3. If a medical suspension is imposed, the Executive Director of the ECSC will report the medical suspension to the Association of Boxing Commissions’ international database, or to the body that governs reporting of medical suspensions for my sport and it is my responsibility, as the medically suspended fighter, to abide by the suspension .
 4. I may decline to accept the recommendation that I be transported to a medical facility for treatment and if I do so, I assume all risks known and unknown, arising out of or related to my decision to refuse to follow the medical professional’s recommendation.
 5. I am informed that under the *Municipal Government Act* of Alberta, the ECSC, its members, officers, employees or any officials or volunteers acting under their direction are not liable for anything done by them in good faith in the performance of their duties.
 6. I agree to adhere to all rules, regulations and conditions of this Event.
 7. I consent to allowing the ECSC or its Executive Director, to release my medical information to any medical personnel providing care to me, and details of my medical suspension, if any, to the body that governs reporting of medical suspensions for my sport.
 8. Any dispute regarding this document is governed by the law of Alberta, and the forum for resolution of any dispute regarding this document is Alberta.

SIGNED AND DELIVERED by the Contestant, this ____ day of _____, 20__.

Contestant Name	Witness Name
Contestant Signature	Witness Signature

#2.

RELEASE AND WAIVER

Between:

Edmonton Combative Sports Commission

and

The City of Edmonton

and

_____ (the “Contestant”)

I, _____, Contestant, of _____, wish to compete in a combative sports event identified as _____ (the “Event”) on _____, at _____, Edmonton, Alberta. The Event is sanctioned by the Edmonton Combative Sports Commission (“ECSC”) which is a committee of the City of Edmonton’s City Council (the “City”).

REPRESENTATIONS

1. I represent that I am fully informed and understand that competing in this Event is an inherently high risk activity, but I wish to compete in this Event, despite that risk.
2. I am fully informed of the level of medical care that will be provided to me before, during and after the Event, and have signed the Contestant’s Acknowledgment of the level of care that will be provided to me for this Event, prior to signing this Release and Waiver.
3. I warrant that I am medically fit to participate in this Event, and that I have provided full and complete information about my medical condition to the ECSC.

RELEASE AND WAIVER

1. In consideration for the ECSC and the City permitting me to compete in this Event, I, for myself, and my heirs, executors, administrators, successors and assigns, waive any actions, claims, suits, demands, complaints or other cause which I might otherwise have been entitled for injury or damages of any kind as a result of my attendance at, or participation in this Event, and further release ECSC, its sponsors, volunteers, contractors, agents, and employees, and the City from liability for actions, claims, suits, demands or other cause which I might otherwise have pursued for damages or injury suffered as a result of my attendance at or participation in the Event, notwithstanding that such damages or injury may not have arisen in the absence of negligence, and I further release ECSC and the City with respect to any recourse I might have had as a result of any decision made, or omitted to be made, by ECSC, its sponsors, volunteers, contractors, agents, and employees or the City, or both of them.

2. Without limiting the generality of the preceding, I release ECSC, its sponsors, volunteers, contractors, agents, and employees, and the City, from all actions, claims, suits, demands, complaints or other cause with respect to disclosure of my personal information to medical personnel providing care to me, or to my sports governing body in relation to any medical suspension issued against me after this Event.

3. This Release and Waiver is governed by the law of Alberta and the forum for resolution of any dispute regarding this document is Alberta.

I freely and voluntarily sign and deliver this Release and Waiver, this _____ day of _____, 20__.

_____	_____
Contestant Name	Witness Name
_____	_____
Contestant Signature	Witness Signature

#3.

AGAINST MEDICAL ADVICE (AMA)

INTRODUCTION

- A. All contestants will be offered treatment and/or transport following a complete post fight assessment by ringside physicians working sanctioned combative sports events in Edmonton, that are sanctioned by the Edmonton Combative Sports Commission (ECSC).
- B. Adults have the right to accept or refuse any and all pre-hospital care and transportation, provided that the decision to accept or refuse these treatments and transportation is made on an informed basis and provided that these adults have the mental capacity to make and understand the implications of such a decision. To meet the standard of “meaningful understanding” the patient must be informed and must understand (best demonstrated by the patient’s ability to restate) the nature and consequences of the consent or refusal at the time the care and/or treatment is being offered.

Contestants have been advised of the following by the assigned ringside physician:

- (1) The risks involved including any possible complications;
- (2) The benefits of the treatment; and
- (3) The consequences for not seeking care and treatment.

RELEASE AT SCENE (RAS) FORM

- A. After evaluation by the assigned ringside physician and consult with a second ringside physician, and the patient is deemed a competent adult.
- B. The patient shall sign the AMA/RAS form.
- C. At no time are the assigned ringside physicians to put themselves in danger by attempting to transport or treat a patient who refuses treatment or transport. At all times, good judgment should be used, appropriate assistance obtained, and supporting documentation completed.

AGAINST MEDICAL ADVICE (AMA)–RELEASE AT SCENE (RAS) FORM CRITERIA FOR REFUSING CARE

The patient meets all of the following:

1. Is an adult (18 or over)
2. Exhibits no evidence of:
 - Altered level of consciousness
 - Alcohol or drug ingestion that impairs judgment
3. Understands the nature of the medical condition, as well as the risks and consequences refusing care

1. ACKNOWLEDGMENT OF INFORMATION:

- A. Advised:** I have been advised that medical assistance on my behalf is necessary, and that refusal of said assistance could be hazardous to my health, and under certain circumstances, including disability and/or death. I have been advised to discuss my medical complaints with my regular health care provider as soon as possible. Nevertheless, I refuse to accept treatment or transport to a medical facility and assume all risks and consequences of any decision.
- B. Release at Scene:** I acknowledge that I have been duly informed by a medical doctor that I have a medical problem, for which they have advised I immediately be transported to a nearby hospital for additional medical attention, and that an ambulance is available to transport me to the hospital. Instead, I elect to refuse further treatment and/or transport and will seek alternative medical care on my own.

2. **RELEASE OF LIABILITY:** By signing this form, I am releasing the ringside physicians assigned to this event and the ECSC, of any liability or medical claims resulting from my decision to refuse the medical care/transport offered.

I have read and understand the “Acknowledgment of Information” and “Release of Liability”.

Released in care or custody of self.

- If you change your mind or your condition changes, call 9-1-1 (in an emergency) and go to the nearest hospital.

Date: _____

Patient’s Name: _____

Patient’s Signature: _____

Refused to sign, Reason: _____

_____ .

- Physician Consulted: _____

- Interpreter used: _____

Witness Information

Signature: _____

Name (Printed): _____

Address: _____

City: _____ Province: _____ Phone: _____

-----Original Message-----

From: Lueckenhoff, Tim [<mailto:tim.lueckenhoff@pr.mo.gov>]

Sent: Monday, March 07, 2011 7:37 AM

To: PR.ABC Membership

Cc: Montanez, Richard, UT

Subject: FW: Airfare Discounts.doc

[Please respond directly to Richard. Thanks Tim](#)

Tim Lueckenhoff

Executive Director

Missouri Office of Athletics

President, Association of Boxing Commissions

573 751 0243 Office

573 751 5649 Fax

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From: Richard Montanez [<mailto:montanez.richard@gmail.com>]

Sent: Sunday, March 06, 2011 5:04 PM

To: Lueckenhoff, Tim

Subject: Re: Airfare Discounts.doc

I would like to ask the ABC members what they do on fighters insurance.

Do you require a fighter who was injured in an event to seek medical attention the night of the injury or do you have a time limit.

Do you require the promoter to pay the deductible if the fighter don't file a claim in time.

We are experiencing fighters wanting the promoter to pay the bill and pay the deductible months after the event.