



SOCCABILITY CANADA INFORMED CONSENT, ASSUMPTION OF RISK AGREEMENT AND IMAGE RELEASE.

WARNING! By signing this document, you will assume certain risk and responsibilities. Please read carefully!

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in activities, programs, classes, services provided and events sponsored or organized by Soccability Canada and its affiliated clubs, teams and partners (collectively the “Organization”) and the sport of soccer, including but not limited to: games, tournaments, practices, training, personal training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs, fundraising events and sport demonstrations (collectively the “Activities”), the undersigned being the Participant and Participant’s Parent/Guardian (collectively the “Parties”) acknowledges and agrees to the following terms outlined in this agreement:

2. I am the Parent/Guardian of the Participant and have full legal responsibility for the decisions of the Participant.

Description of Risks

3. The Parties understand and acknowledge that:

a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.

b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming.

c) The Organization has a difficult task to ensure safety, and it is not infallible. The Organization may be unaware of the Participant’s fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.

4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:

a) Executing strenuous and demanding physical techniques.

b) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements.

c) Exerting and stretching various muscle groups.

d) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment.



- e) Spinal cord injuries which may render the Participant permanently paralyzed.
- f) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or to the Participant's general health and well-being.
- g) Abrasions, sprains, strains, fractures, or dislocations.
- h) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma.
- i) Physical contact with other participants, spectators, equipment, and hazards.
- j) Not wearing appropriate safety or protective equipment, such a helmet.
- k) Failure to act safely or within the Participant's ability or within designated areas.
- l) Grass, turf, and other surfaces including bacterial infections and rashes.
- m) Collisions with fences, poles, stands, and soccer equipment.
- n) Negligence of other persons, including other spectators, participants, or employees.
- o) Weather conditions; and
- p) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities

4. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:

- a) That the Participant's mental and physical condition is appropriate to participate in the Activities.
- b) That when the Participant practices or train in his or her own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant.
- c) To comply with the rules and regulations for participation in the Activities.
- d) To comply with the rules of the facility or equipment.
- e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately.
- f) The risks associated with the Activities are increased when the Participant is impaired and the Participant agrees not to participate if impaired in any way.
- g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity; and
- h) That they are responsible for the choice of the Participant's protective equipment and the secure fitting of the protective equipment.



5. In consideration of the Organization allowing the Participant to participate, the Parties agree:

- a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and
- b) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities.

General

6. The Parties agree that if they file a lawsuit against the Organization, they agree to do so solely in the province of Ontario, Canada and they further agree that the substantive law of Ontario will apply without regard to conflict of law rules.

7. The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Image Release

8. The Parties grant permission to the Organization to photograph and/or record the Participant's and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the Organization through the media of publications, newsletters, websites, television, film, radio, print and/or display form which can be viewed by anyone who accesses the Organization's website or publications. The Parties understand that the audio/visual material and copyright will remain the sole property of Organization and the Parties waive any claim to remuneration for use of audio/visual materials used for these purposes.

Acknowledgement

10. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.