



2023 REC RECOVERY SOCCER ASSOCIATION (RRSA) PLAYER WAIVER

YOUTH AND GUARDIAN

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.

By executing this, you will waive certain legal rights, including the right to sue.

Please read carefully:

TO: B.C. Rec Recovery Soccer (R.R.S.A.) and The British Columbia Soccer Association (the "Association") and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, Districts, Leagues, Clubs, independent contractors, subcontractors, sponsors, successors, and assigns (collectively the "RELEASEES")

DEFINITIONS: In this Agreement, the term "soccer programs " shall include all activities, programs, events, classes, and services provided, sponsored or organized by the Association, including but not limited to: games, tournaments, practices, personal training, dry land 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.

ASSUMPTION OF RISKS:

I am aware that _____ (THE YOUTH) participation in soccer programs involves many risks, dangers, and hazards, which could result in damage, loss, serious physical injury or death to THE YOUTH. Some of these risks, dangers and hazards include, but are not limited to:

- **Health:** overexertion, dehydration, fatigue, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, bacteria, parasites or other organisms or any mutation thereof.
- **Premises:** defective, dangerous, or unsafe condition of the facilities; falls; collisions with objects, walls, equipment, or persons; dangerous, unsafe, or irregular conditions on grass, turf or other surfaces; extreme weather conditions; travel to and from premises
- **Use of Equipment:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions, or guidance as to the use of the equipment; failure to use or operate the equipment within the THE YOUTH's ability.
- **Contact:** I acknowledge that contact with soccer balls, other equipment, or other persons, whether intentional or unintentional, is a common part of soccer programs and may lead to serious bodily injury, including but not limited to concussions and/or another brain injury or serious spinal injury.
- **Advice:** negligent advice regarding soccer programs
- **THE YOUTHS' conduct and conduct of other persons, including any physical altercation between soccer participants:** Parent/Guardian acknowledge that such conduct, including THE YOUTH negligence and negligence of other persons, including NEGLIGENCE ON the PART OF THE

RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect THE YOUTH from the risks, dangers and hazards of soccer programs, some of which are referred to above.

YOUTH PLAYER RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing the THE YOUTH to participate in soccer programs, use its equipment and facilities and provide its soccer services and consultation, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES AND TO RELEASE THE RELEASEES from all liability for any loss, damage, expense, or injury, including death that the THE YOUTH may suffer or that my next-of-kin may suffer because of participation in soccer programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
 - Negligence on the part of the Releasees
 - Breach of contract by the Releasees
 - Breach of warranty on the Releasees' part in the design, manufacture, selection, installation, maintenance, or adjustment of equipment.
 - Breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1996, c. 303, on the part of the Releasees; and
 - The failure on the part of the Releasees to safeguard or protect THE YOUTH from the risks, dangers and hazards of soccer programs, some of which are referred to in the Assumption of Risks section of this Agreement.
- a) TO WAIVE and RELEASE the RELEASEES from any and all liability for any loss, damage, injury or expense that THE YOUTH may suffer as a result of participating in the "soccer program" due to any cause whatsoever.
- b) TO INDEMNIFY and HOLD HARMLESS THE RELEASEES from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from the participation in the "soccer program."
- c) TO INDEMNIFY and HOLD HARMLESS the RELEASEES from any and all claims, demands, actions and costs for any loss, injury, damage or expense whatsoever that might arise from THE YOUTH's participation in the "soccer program."
- d) TO AUTHORIZE the RELEASEES to take and display photos of THE YOUTH in participation in the "soccer program," including, without limitation, events, activities or travel, and all related activities associated with the "soccer program" (please strike out if this is not approved).

SAFETY: In entering into this Agreement, I am not relying on any oral, visual, or written representations or statements made by the Releasees concerning the safety of soccer programs other than what is outlined in this Agreement.

INSURANCE: I am aware that the Association carries insurance and that should I become injured or cause personal injury or property damage to any third party while participating in soccer programs, I may or may not be entitled to insurance coverage depending on the terms and conditions of the Association's insurance policy.

JURISDICTION: This Agreement and any rights, duties, and obligations between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia, and I agree to attorn solely to the jurisdiction of the Courts of the Province of British Columbia. Any litigation

involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

1. I AGREE that a benefit is realized through participation in and/or attendance at the "soccer program," and in consideration of THE YOUTH being allowed to participate and/or attend in any way, I, for myself, my heirs, executors, assigns, administrators, and successors HEREBY RELEASE FROM ANY AND ALL PRESENT AND FUTURE CLAIMS AND LIABILITY AND HOLD BLAMELESS AND AGREE TO INDEMNIFY AND WAIVE ALL CLAIMS against ACTIVITY AND
2. THE RELEASEES and all participants, staff, volunteers, officers, directors, sponsors, agents, board members and owners/operators of the equipment, or facilities in respect of any personal injury, loss, or damage, however, caused, now and forever in perpetuity.
3. I AGREE that there may be a risk of injury or damage, including the potential for permanent paralysis and for death in the "soccer program," also including injury and/or damage resulting from ordinary negligence or carelessness.
4. In addition, THE YOUTH agrees to, at all times, inspect the equipment, premises and event-related facilities for possible risk and determine for themselves that conditions are acceptable for THE YOUTH to commence or continue participation. If THE YOUTH observes any unusual significant hazard during participation and attendance, THE YOUTH will remove themselves and immediately bring such to the attention of the nearest RELEASEES. THE YOUTH also agrees that the participation in and attendance commencing and continuing indicates acceptance of conditions, premises et al. THE YOUTH knowingly and freely assumes all risks and full responsibility for my participation and attendance, commencing or continuing. THE YOUTH understands that their participation is voluntary and may refuse to participate at this time without any fear of discrimination or repercussion.

By signing this waiver, you have indicated that you are the parent or guardian of a YOUTH player. By entering your name, address, phone number and name, address, phone number, and D.O.B. of the YOUTH player, you are executing this form, whether online or by signature.

Name of Youth

Youth Date of Birth

Name of Parent or Gaurdian

Date

Signature