

## **REC RECOVERY SOCCER ASSOCIATION WAIVER**

## 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 the RRSA society, directors, and officers.

## Please read carefully:

TO: B.C. Rec Recovery Soccer 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 my participation in soccer programs involves many risks, dangers, and hazards, which could result in damage, loss, serious physical injury, or death to me. 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, 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 my 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 other brain injury, or spinal severe injury.
- Advice: negligent advice regarding soccer programs
- My conduct and conduct of other persons, including any physical altercation between soccer participants: I acknowledge that such conduct, including my 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 me from the risks, dangers, and hazards of soccer programs, some of which are referred to above.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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

- 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 I may suffer or that my next-of-kin may suffer as a result of my 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 part of the Releasees regarding 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 of the Releasees to safeguard or protect me from the risks, dangers, and hazards of soccer programs, some of which are referred to in the Assumption of Risks section of this Agreement.
- 1. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from all liability for any damage, loss, expense, or injury to any third party resulting from my participation in soccer programs.
- 2. Despite the risks, dangers, and hazards of soccer programs, and fully understanding such risks, dangers, and hazards, I wish to participate in soccer programs with the Associates. I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.
- 3. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives in case of my death or incapacity.

**<u>SAFETY</u>**: 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.

<u>JURISDICTION</u>: 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 within the exclusive jurisdiction of the Courts of the Province of British Columbia.

By signing the waiver online, and entering your name, address, phone number and D.O.B., you are executing this form, whether online or by signature. You agree that you are the player being registered and that you have read, understand, and are bound by the Agreement terms.