

ONTARIO SOCCER

IMAGE CONSENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING! THIS IS A BINDING LEGAL AGREEMENT. CLARIFY ANY QUESTIONS OR CONCERNS BEFORE SIGNING.

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS.

PLEASE READ CAREFULLY!

This Agreement must be executed by the Participant and/or the Participant's parent/guardian (if applicable, when the Participant is younger than 18 years old) prior to participation. The Participant acknowledges and agrees to the terms outlined in this document. When applicable, the Participant's parent/guardian acknowledges and agrees to the terms on behalf of the Participant and references in this document to the Participant agreeing to or acknowledging a risk or term is understood to be referring to the Participant's parent(s)/guardian(s) agreeing to or acknowledging the risk or term on behalf of the Participant.

INTRODUCTION AND ACKNOWLEDGMENT OF RISKS

1. The Participant enters this Agreement with The Ontario Soccer Association Incorporated (hereinafter "Ontario Soccer") and its affiliated districts, leagues, club and teams, and their and their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, independent contractors, subcontractors, sponsors, owners/operators of the facility in which the Activities take place, and all other persons or entities acting in any capacity on their behalf (collectively the "Released Parties"). The Participant acknowledges and agrees that participation in the sport of soccer and the activities, programs, classes, services provided and events sponsored or organized by Ontario Soccer and its affiliated districts, leagues, clubs and teams, including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientation or instructional sessions or lessons, aerobic and anaerobic conditioning programs and related events and use of the Released Parties' facilities and equipment (collectively, the "Activities") is contingent upon signing this Agreement.

RISKS

2. The Participant understands and acknowledges 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 Released Parties 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 Released Parties has a difficult task to ensure safety, and it is not infallible. The Released Parties may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and
 - d) The Released Parties may fail to safeguard or protect me from the risks, dangers and hazards of soccer programs, some of which are referred to above.
3. The Participant agrees to comply with all rules, regulations, policies, procedures and instructions set forth by the Released Parties for participation in the Activities and use of the facilities, whether written or verbal. The Participant acknowledges and agrees that participation in the Activities involves inherent and unforeseen risks, hazards and dangers that no amount of care, caution, instruction or expertise can fully eliminate, including, without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life. These risks include:
 - a) Ability: failing to act safely or within the Participant's own ability or within designated areas
 - b) Advice: negligent advice regarding the Activities
 - c) Contact: contact with soccer balls, other equipment, poles, stands, soccer equipment, nets, fences, 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 other brain injury, or serious spinal injury.
 - d) Conduct: the Participant's conduct and conduct of other persons, including any physical altercation between participants
 - e) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular risks; orthopedic injuries, rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof, or other medical emergencies
 - f) Injuries: Injuries such as death, serious neck and spinal cord injuries which may render the Participant permanently paralyzed or brain damaged; serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the body; and concussions or other head injuries, including but not limited to, closed head injury or blunt head trauma
 - g) Negligence: The Participants' negligence and negligence of other persons may increase the risk of damage, loss, personal injury or death
 - h) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment, persons or barriers that are a part of the premises such as fences, poles and stands; dangerous, unsafe, or irregular conditions on the grass, turf, ground, field or other surfaces; extreme weather conditions; and travel to and from the premises
 - i) Sport: the sport of soccer and its inherent risks, including but not limited to running, tripping, falling, being hit with a ball, or colliding with another participant
 - j) Travel: travel to and from the Activities

- k) Use of equipment: use of equipment, mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of, or the failure by, the Released Parties to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within the Participant's own ability
- ☐ The Participant accepts the inherent physical risks

Cyber

- 4. The Released Parties 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. These risks include privacy breaches, hacking, technology malfunction or damage.
- ☐ The Participant accepts the online programming risks

Consent For Use of Personal Information

- 5. I authorize Canada Soccer, *Ontario Soccer, the applicable District Association and Soccer Organization to collect and use personal information about me for the purpose of receiving communications from the Canada Soccer, Ontario Soccer, District Association, and Soccer Organization. I understand that I may withdraw such consent related to receiving communications at any time by contacting the Ontario Soccer Privacy Officer at privacy@ontariosoccer.net or by mail to: Attention: Privacy Officer, Ontario Soccer, 7601 Martin Grove Road, Vaughan ON L4L 9E4. The Privacy Officer will advise the implications of such withdrawal.
*We do not sell or distribute your personal information to any other third party not listed herein. *

Negligence

- 6. The Released Parties may be negligent, which may include failure by the Released Parties to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with participation in the Activities.
- ☐ The Participant accepts that the Released Parties may be negligent
(check only if the Participant is 18 years old or older)

TERMS

- 7. In consideration of the Released Parties allowing the Participant to participate in the Activities, the Participant agrees:
Assessment: That it is the Participant's sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant acknowledges and accepts the suitability and conditions of the Activity
 - a) Condition: That the Participant's mental, emotional and physical condition is appropriate to participate in the Activities, the Participant is trained for the Activities, has not been advised against participation by any healthcare provider and assumes all risks related to the Participant's mental and physical condition
 - b) Disclosure: This information may be shared with third parties as required by law, as necessary to protect the legal rights and interests of the Released Parties, for insurance purposes, for medical treatment purposes, or as otherwise deemed necessary by the Released Parties in their sole discretion.
 - c) Equipment: That the Participant is responsible for choosing the Participant's safety or protective equipment and the secure fitting of that equipment
 - d) Facility Rules: To comply with the rules of the facility or equipment
 - e) Hazards: To remove themselves if at any time the Participant senses or observes any unusual hazard or unsafe condition or if the Participant feels they have experienced any deterioration in their physical, emotional or mental fitness; or that of their protective clothing, gear or equipment and immediately bring their observations to a representative of the Released Parties
 - f) Health Risk: To cease any activity immediately should they feel any discomfort, pain, dizziness, or any other symptoms that may indicate a potential health risk or injury and to seek medical advice as necessary
 - g) Impairment: The risks associated with the Activities are increased when the Participant is impaired by alcohol, drugs, medications, fatigue, illness, injury, or any other physical, mental or emotional condition or substance, and the Participant represents and warrants that they will not participate if impaired in any way. The Released Parties shall have sole and absolute discretion to determine whether a Participant is impaired, and such determination shall be final and binding. The Participant acknowledges that the Released Parties reserves the right to refuse participation to anyone showing signs of impairment.
 - h) Medical Insurance: The Participant has secured appropriate primary and extended medical insurance
 - i) Medical Treatment: The Participant is financially responsible for all costs associated with any emergency medical treatment and any subsequent medical care
 - j) Property: That the Released Parties are not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities
 - k) Rules: To comply with the rules of the Activities or equipment as well as any directions or instructions from the Released Parties
 - l) Self-Training: That when the Participant practices or trains in their own space, the Participant is responsible for the Participant's surroundings and the location and equipment that is selected for the Participant

- m) Statements: That the Participant does not rely on any oral or written statements made by the Released Parties or their agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities

ACTIVITIES STATUS

8. The Participant agrees that the Released Parties has the discretion to cancel or modify the structure of any Activities due to a public health or safety issue, which may include removing specific disciplines or age groups from a competition, changing a competition format, or changing the manner in which individuals become eligible to participate.

JEWELRY

9. The Participant agrees that the Released Parties may implement and enforce guidelines for participation that may include adhering to 'Return to Play' protocols, signing declarations of compliance, requiring that the Participant remove jewelry, or requiring that personal protective equipment be worn by Participants. The Released Parties have the discretion to remove any Participant who does not comply with the Return to Play protocols, sign a declaration, remove jewelry, or wear personal protective equipment. When required, the Participant is responsible for providing their own personal protective equipment.

IMAGE CONSENT

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

INDEMNITY, RELEASE AND WAIVER OF CLAIMS

11. The Participant acknowledges and agrees to the following terms:
- a) To an unqualified assumption of all risks arising out of, associated with or related to, participation in the Activities and waives all claims that the Participant may have now or in the future against the Released Parties.
 - b) To accept and fully assumes all such risks and possibility of personal injury, death, property damage, expense, and related loss, including loss of income, resulting from participation in the Activities.
 - c) NOT TO SUE THE RELEASED PARTIES, whether directly or indirectly, from the Participant's participation in any aspect(s) of the Activities; and
 - d) To SAVE and HOLD HARMLESS the RELEASED PARTIES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost of any form or type whatsoever they may incur due to any claim made against them or any one of them by the Participant or on the Participant's behalf, or that of the Participant's estate.
 - e) To provide a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS the Participant has, or may in the future, against the Released Parties from any and all liability for any loss, damage, injury or expense that the Participant may suffer as a result of their use of or presence at the Released Parties or participation in any part of, or presence in any capacity in the Activities, due to any cause whatsoever; INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT OF ONTARIO ON THE PART OF THE RELEASED PARTIES when the Participant is eighteen (18) years of age or older.
 - f) To forever and irrevocably indemnify, defend, and hold harmless the Released Parties from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which the Participant has or may have in the future, that might arise out of, result from, or relate to, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the Released Parties' breach of contract and/or breach of any statutory duty of care; or negligence, gross negligence, negligent rescue, omissions, carelessness, of the Released Parties; including any compounding or aggravation of injuries caused by negligent rescue when the Participant is eighteen (18) years of age or older.
 - g) The Participant agrees that this Agreement extends to all acts of negligence by the Releasees and is intended to be as broad and inclusive as permitted by the laws of Ontario.
 - h) This Agreement applies to all Activities and facilities provided by or available at the Released Parties, whether supervised or unsupervised.

JURISDICTION

12. The Participant agrees that in the event that the Participant files a lawsuit against the Released Parties, the Participant agrees to do so solely in the province of Ontario, Canada and further agree that the substantive law of Ontario will apply without regard to conflict of law rules.

SEVERABILITY

13. If any provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed severable and ineffective only to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. The remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid provision.

ACKNOWLEDGMENT

14. The Participant acknowledges and agrees that they have been provided with sufficient opportunity to review and consider the terms and conditions of this Agreement before signing. After this review period, the Participant voluntarily accepts the terms and conditions without undue influence or duress. The Participant affirms that they are fully aware of the risks and hazards associated with the Activities offered by the Released Parties, including but not limited to physical injury, illness, and, in extreme cases, death. The Participant acknowledges that participation in any Activity conducted by the Released Parties is entirely voluntary and that they choose to participate despite the risks. The Participant agrees to attend, if requested by the Participant, a pre-activity briefing for risk and terms explanation.
15. **THIS DOCUMENT IS SIGNED VOLUNTARILY AND WITHOUT DURESS, FRAUD, UNDUE INFLUENCE, OR IMPROPER INDUCEMENT.** The Participant acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. They further acknowledge that by signing this Agreement, they have waived their right to maintain a lawsuit against the Released Parties on the basis of any claims from which they have released herein.

OR:

By electronically entering the Participant's name and the date below and clicking the "I Agree" button, or by physically signing this Agreement, the Participant agrees to be irrevocably bound by all terms and conditions contained in this Agreement. The Participant acknowledges that this Agreement may be accepted in electronic form and that it has the same force and effect as if executed in non-electronic form. The Participant acknowledges and agrees that their electronic signature is legally binding and equivalent to the Participant's handwritten signature. The person executing this Agreement represents and warrants that they have legal capacity to enter into this Agreement and be bound by its terms.

☐ **I AGREE**

Signature: _____ Date: _____
Participant (print name)

Signature: _____ Date: _____
Parent/Guardian (if the Participant is younger than 18 years of age)