



Youth Participant 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

PLEASE READ CAREFULLY

TO: The British Columbia Soccer Association (the "Association"), the Burnaby District Youth Soccer Association (the "District"), the South Burnaby Metro Club ("SBMC") and their respective directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, 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, organized or participated in by the Association, District or Club 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.

I am the parent/legal guardian of the player who will be registering and/or participating in one or more soccer programs of SBMC. I have full legal responsibility for the player who is my child/ward and his decisions relative to

ASSUMPTION OF RISKS:

I believe the Player is physically, emotionally, and mentally able to participate in soccer programs, and is doing so voluntarily and willingly.

I am aware that the Player's participation in soccer programs involves various risks, dangers, and hazards, which could result in damage, loss, serious physical injury or death to the Player. I have spoken to my child/ward and have made him/her aware of these risks, dangers, and hazards. 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 my own 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 other brain injury, or serious spinal injury.
- Advice: negligent advice regarding soccer programs
- The Player's conduct and conduct of other persons including any physical altercation between soccer

participants: I acknowledge that such conduct, including the Player's negligence and the 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 Player from the risks, dangers, and hazards of soccer programs, some of which are referred to above.

Despite the risks, dangers, and hazards of soccer programs, and fully understanding such risks, dangers and hazards, I wish the Player to participate in soccer programs with the Association, and 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing the Player to participate in soccer programs, use their equipment and facilities and providing their 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 any and all liability for any loss, damage, expense or injury including death that I or the Player may suffer or that my next- of-kin may suffer as a result of my or the Player's 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 in respect of 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 me or my child/ward from the risks, danger, and hazards of soccer programs, some of which are referred to in the Assumption of Risks section of this Agreement.

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense or injury to my child/ward resulting from the Player's 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 in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment; breach of any statutory duty 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 Player's from the risks, dangers and hazards of soccer programs, some of which are referred to in the Assumption of Risks section of this Agreement.

3. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives.

4. **SAFETY:** In entering into this Agreement, I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of soccer programs other than what is set forth in this Agreement.

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

6. **JURISDICTION:** This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia (BC), and I agree to attorn solely to the jurisdiction of the Courts of the Province of BC. Any litigation involving the parties to this Agreement shall be brought solely within the Province of BC and shall be within the exclusive jurisdiction of the Courts of the Province of BC.

By executing this form, whether on-line or by signature, I agree that I am the Player's parent/legal guardian and that I have read, understand, and agree to be bound by the forgoing provisions/terms.