

Burlington Youth Soccer Club – Waiver
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR PARTICIPANTS 18 YEARS OF AGE AND OLDER)

WARNING!

By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant participating in the sport of soccer including training, competitions and practices (collectively the “Activities”), the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The Burlington Youth Soccer Club and its trainers, instructors, agents, representatives, and its parent organizations (the Canadian Soccer Association, The Ontario Soccer Association, and the Peel-Halton Soccer Association) (collectively the “Organizations”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organizations.

I have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:
- a) The sport of soccer;
 - b) The hazards particular to the activity(ies) in which I am participating;
 - c) Executing strenuous and demanding physical techniques;
 - d) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - e) Exerting and stretching various muscle groups;
 - f) Grass, turf and other surfaces, including bacterial infections and rashes;
 - g) Falls to the ground due to uneven or irregular terrain or surfaces;
 - h) Collisions with other participants, walls, stands and soccer equipment;
 - i) Extreme weather conditions which may result in heatstroke, sunstroke or hypothermia;
 - j) Dry land training including weights, running, bands and circuit;
 - k) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - l) Contact, colliding, falling or being struck by other participants or equipment;
 - m) Spinal cord injuries which may render me permanently paralyzed;
 - n) Travel to and from Events which are an integral part of the Organization's Events.
4. Furthermore, I am aware:
- a) That injuries sustained can be severe;
 - b) That I may experience anxiety while challenging myself during the Activities, events and programs;
 - c) That I may come into close contact with other participants;
 - d) That my risk of injury is reduced if I follow all rules established for participation; and
 - e) That my risk of injury increases as I become fatigued.

Release of Liability and Disclaimer

5. In consideration of the Organizations allowing me to participate, I agree:
- a) That my physical condition has been verified by a medical doctor to participate;
 - b) The sole responsibility for the Participant's safety remains with the Participant;
 - c) To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
 - d) To ASSUME all risks arising out of, associated with or related to my participation;
 - e) To WAIVE any and all claims that I may have now or in the future against the Organizations;
 - f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organizations; and
 - g) To FOREVER RELEASE the Organizations 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 I may have or may in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organizations.

I have read and agree to be bound by paragraphs 3-5

Acknowledgement

6. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (Please Print)

Signature of Participant

Date

**Burlington Youth Soccer Club – Assumption of Risk
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT
(FOR PARTICIPANTS 17 YEARS OLD AND YOUNGER)**

WARNING! By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement. Please read carefully.

Participant's Name: _____ Date: _____

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant participating in the sport of soccer, including training, competitions and practices (collectively the "Activities"), the undersigned, being the Participant and the Parent/Guardian of the Participant (collectively the "Parties") acknowledge and agree to the following terms:

Disclaimer

2. The Burlington Youth Soccer Club and its trainers, instructors, agents, representatives, and its parent organizations (the Canadian Soccer Association, The Ontario Soccer Association, and the Peel-Halton Soccer Association) (collectively the "Organizations") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused by the risks, dangers and hazards associated with the Activities.

We have read and agree to be bound by paragraphs 1 and 2

Description of Risks

3. 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, injuries from:

- a) The sport of soccer;
- b) The hazards particular to the activity(ies) in which I am participating;
- c) Executing strenuous and demanding physical techniques;
- d) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- e) Exerting and stretching various muscle groups;
- f) Grass, turf and other surfaces, including bacterial infections and rashes;
- g) Falls to the ground due to uneven or irregular terrain or surfaces;
- h) Collisions with other participants, walls, stands and soccer equipment;
- i) Extreme weather conditions which may result in heatstroke, sunstroke or hypothermia;
- j) Dry land training including weights, running, bands and circuit;
- k) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- l) Contact, colliding, falling or being struck by other participants or equipment;
- m) Spinal cord injuries which may render me permanently paralyzed;
- n) Travel to and from Events which are an integral part of the Organization's Events.

4. Furthermore, the Parties are aware:

- a) That injuries sustained can be severe;
- b) That the Participant may experience anxiety while challenging himself or herself during the activities, events and programs;
- c) That the Participant may come into close contact with other participants;
- d) That the Participant's risk of injury is reduced if the Participant follows all rules established for participation; and
- e) That the Participant's risk of injury increases as the Participant becomes fatigued.

Release of Liability

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

- a) That the Participant's physical condition has been verified by a medical doctor to participate;
- b) To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Activities;
- c) To forever release the Organizations from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant's participation in the Activities, or from any breach of contract.

We have read and agree to be bound by paragraphs 3-5

Acknowledgement

6. 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, executors, administrators and representatives.

Printed Name of Participant

Signature of Participant

Date of Birth

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date