WEST NIAGARA SOCCER CLUB

INFORMED CONSENT & ASSUMPTION OF RISK AGREEMENT

SAFETY • AWARENESS • RESPONSIBILITY • TOGETHER WE RISE

WARNING: PLEASE READ CAREFULLY

This is a binding agreement. By signing it, the Participant and, where applicable, the Parent/Guardian acknowledge and accept certain risks and responsibilities associated with participation in soccer.

1. AGREEMENT AND PARTICIPATION

As a Participant in activities, programs, classes, services and events provided or organized by West Niagara Soccer Club and its affiliated teams, leagues, districts and governing organizations (collectively, the “Organization”), and in the sport of soccer, including but not limited to games, tournaments, practices, training, conditioning, instructional sessions, clinics, camps and related activities (collectively, the “Activities”), the undersigned Participant and, where the Participant is under the age of majority, the Participant's Parent/Guardian (collectively, the “Parties”) acknowledge and agree to the terms of this Agreement.

If the Participant is under the age of majority, the Parent/Guardian confirms that they have legal responsibility for the Participant and authority to make decisions on the Participant's behalf.

This Agreement is intended to document informed consent and assumption of risk. The Parties should clarify any questions or concerns before signing.

2. DESCRIPTION OF RISKS

The Parties understand and acknowledge that:

- The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including the possibility of serious bodily injury, permanent disability, paralysis or death.
- The Organization has a difficult task in ensuring safety and is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may provide incomplete warnings or instructions, may misjudge weather or environmental conditions, or equipment may malfunction.
- Travel to and from competitions, tournaments, practices, camps and other related activities may involve additional risks.

3. ASSUMPTION OF RISKS

The Participant is participating voluntarily. In consideration of being permitted to participate in the Activities, the Parties acknowledge that they are aware of and may be exposed to the following risks, dangers and hazards, including but not limited to:

- Strenuous physical activity, vigorous physical exertion, cardiovascular conditioning, stretching and rapid movements.
- Executing soccer techniques, drills, exercises and other physically demanding movements.
- Failure to properly use, or mechanical failure of, equipment or facilities.
- Spinal cord, neurological and other serious injuries that may result in permanent disability or paralysis.
- Serious injury to bones, joints, ligaments, muscles, tendons and other parts of the body.
- Abrasions, sprains, strains, fractures, dislocations and other musculoskeletal injuries.
- Concussion and other head injuries, including closed head injury or blunt trauma.
- Physical contact and collisions with other participants, coaches, team officials, spectators, equipment, goalposts, fences, poles, stands and other hazards.
- Grass, turf, artificial surfaces and other playing conditions, including slips, trips, falls, uneven surfaces and related skin irritation or injury.
- Weather and environmental conditions, including heat, cold, precipitation, wind, lightning and other conditions that may affect the Activities.
- Failure to act safely, follow instructions or remain within the Participant's abilities or designated areas.
- The negligence or conduct of other persons, including participants, spectators, volunteers, employees or contractors.
- Travel to and from competitive and non-competitive events that are an integral part of the Activities.

4. GOAL SAFETY AND LIABILITY

Soccer goal posts are not designed for climbing, hanging, or swinging, and such actions can result in serious injury. To help ensure the safety of all participants, West Niagara Soccer Club enforces a strict zero-tolerance policy regarding unsafe use of goals or field equipment.

By completing registration, I acknowledge and agree to the following:

1. I understand that hanging, climbing, or pulling on soccer goals or nets is dangerous and may cause the goal to tip or collapse, leading to severe injury.

2. I agree that my child will not engage in these unsafe behaviours at any time before, during, or after practices, games, or events.
3. I understand that supervision of my child's behaviour while not under the direct care of a coach is my responsibility.
4. I release and hold harmless West Niagara Soccer Club, its coaches, volunteers, board members, and facility partners from any liability for injury or damage resulting from failure to follow this safety policy, to the extent permitted by law.
5. I acknowledge that repeated unsafe behaviour may result in removal from a session or program without refund.

5. PARTICIPANT RESPONSIBILITIES

In consideration of the Organization allowing the Participant to participate, the Parties agree:

- The Participant's mental and physical condition is appropriate for participation in the Activities, or the Participant will disclose relevant limitations to the appropriate Organization representative.
- The Participant will comply with the rules and regulations for participation, the applicable Codes of Conduct, and the rules of the facility and equipment being used.
- If the Participant observes an unusual or significant hazard or risk, the Participant will stop participating and bring it to the attention of an Organization representative as soon as possible.
- The Participant will not participate while impaired by alcohol, drugs or any other substance or condition that may increase the risk of injury.
- The Participant and Parent/Guardian are responsible for assessing whether an Activity is suitable for the Participant and for communicating relevant limitations or concerns to the Organization.
- The Participant and Parent/Guardian are responsible for selecting and ensuring the proper fit and appropriate use of any personal protective equipment required or recommended for the Activity.
- When participating in self-directed or remote training in the Participant's own space, the Participant and Parent/Guardian are responsible for the suitability and safety of the location, surrounding area and equipment selected.
- A player must not use equipment or wear anything that is dangerous. Accessories are permitted as long as they are not dangerous and are safely and securely covered. Dangerous items must be removed and may not be taped or covered.

6. EMERGENCY MEDICAL CARE

The Parties authorize the Organization and its designated representatives to seek or arrange reasonable emergency medical attention for the Participant when, in the reasonable judgment of the Organization, immediate medical attention is required and a Parent/Guardian cannot be reached in time. The Parties understand that they remain responsible for applicable medical and related costs not covered by insurance or another program.

7. PROPERTY AND EQUIPMENT

The Organization is not responsible or liable for loss of or damage to the Participant's vehicle, personal property or equipment arising from participation in the Activities, except to the extent such liability cannot lawfully be excluded.

8. RULES, POLICIES AND GOVERNING ORGANIZATIONS

The Parties agree to comply with all applicable West Niagara Soccer Club policies, Codes of Conduct, facility rules and reasonable directions, as well as applicable rules and policies of Ontario Soccer, the applicable District Association, leagues and other governing organizations.

9. JURISDICTION AND GENERAL PROVISIONS

If the Parties commence legal proceedings relating to this Agreement or the Activities, they agree, to the extent permitted by law, that the proceedings will be brought in the Province of Ontario, Canada, and that the substantive law of Ontario will apply.

This Agreement is intended to be as broad and inclusive as permitted by law. If any provision is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect to the extent permitted by law.

This Agreement applies to the Parties and, to the extent permitted by law, their respective heirs, spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

10. ACKNOWLEDGEMENT AND INFORMED CONSENT

The Parties acknowledge that they have read this Agreement carefully, understand its contents, have had an opportunity to ask questions or obtain independent advice, and are signing voluntarily. The Parties understand the nature of the Activities, the risks described above and the responsibilities associated with participation.

The Parent/Guardian confirms that they are signing on behalf of the Participant where the Participant is under the age of majority and have the legal authority to provide consent.