

Canada Cup and Ottawa South United Soccer Club
CONSENT AND ASSUMPTION OF RISK AGREEMENT
(To be completed for Participants under the age of 18)

WARNING! By signing this document, you will assume certain risk and responsibilities. Please read carefully!

In consideration of being permitted to participate in any way in the **Canada Cup Tournament** and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

Participant's Name: _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in sports activities and services provided and events sponsored or organized by Ottawa South United Soccer Club and its affiliated districts, leagues, clubs, teams, referees, volunteers and the sport of soccer, including but not limited to: tournaments, combines and training the **Participant and Participant's Parent/Guardian (collectively the "Parties")** acknowledges and agrees to the following terms outlined in this agreement:

Disclaimer

2. Ottawa South United Soccer Club and its affiliated districts, leagues, clubs and teams, 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, successors and assigns, and representatives (the "Organization") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever .
3. I am the Parent/Guardian of the Participant and have full legal responsibility for the decisions of the Participant.

Description of Risks

4. The Parties understand and acknowledge 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 Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and
 - c) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, attending the Activities could increase your risk of contracting COVID-19.
5. 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 associated with or related to the Activities which could result in damage, loss, serious physical injury, or death. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a) Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses such as COVID-19.
 - b) 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.
 - c) Sport: the game of soccer and its inherent risks
 - d) Conduct: The Participant's conduct and conduct of other persons including any physical altercation between soccer participants
 - e) Travel: Travel to and from the events
 - f) Negligence: The Participant's negligence.

Terms

6. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
 - a) That the Participant's mental and physical condition is appropriate to participate in the Activities;

- b) To comply with the rules and regulations for participation in the event;
- c) To comply with the rules of the facility;
- d) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately;
- e) The risks associated with the Activities are increased when the Participant is impaired and the Participant agrees not to participate if impaired in any way;
- f) By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
- g) That COVID-19 is contagious in nature and the Participant may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability or death and voluntarily agree to assume all of the foregoing risks.

Release of Liability and Disclaimer

- 7. In consideration of the Organization allowing the Participant to participate in the event, the Parties agree:
 - a) That the sole responsibility for the Participant's safety remains with the Participant and their care giver;
 - b) To ASSUME all risks arising out of, associated with or related to the Participant's participation;
 - c) To WAIVE any and all claims that the Participant may have now or in the future against the Organization;
 - d) 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 the Participant's participation in the event;
 - e) To FOREVER RELEASE AND INDEMNIFY the Organization 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 have or may have in the future, that might arise out of, result from, or relate to the Participant's participation in the event, TO HOLD HARMLESS AND INDEMNIFY the Organization from any and all liability for any damage, loss, expense or injury to any third party resulting from the Participant's participation in the Activities.
 - f) To FOREVER RELEASE AND INDEMNIFY the Organization relating to becoming exposed to or infected by COVID-19 which may result from the actions, omission or negligence of the Participant and others, including but not limited to the Organization;
 - g) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the event
 - h) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

- 8. The Parties agree that in the event that they file a lawsuit against the Organization, they agree 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. The Parties further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Acknowledgement

- 9. The Parties acknowledge 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, their spouse, their children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. The Parties further acknowledge that by signing this agreement, they have waived their right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

By signing below, we have read and agree to be bound by above paragraphs

Canada Cup Tournament – April 2023

Event Name

Name of Participant (print)

Signature of Participant

Date of Birth

Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date

Canada Cup and Ottawa South United Soccer Club PLAYER MEDICAL RELEASE FORM

(To be completed by Participants under the age of majority)

Player's Name: _____ Date of Birth: _____ Gender: _____

Address: _____ City: _____ Prov: _____ Postal Code: _____

EMERGENCY INFORMATION

Parent/Guardian Name: _____ Home Phone: _____ Other Phone: _____

Parent/Guardian Name: _____ Home Phone: _____ Other Phone: _____

In an emergency, when parents cannot be reached, please contact:

Name: _____ Home Phone: _____ Other Phone: _____

Name: _____ Home Phone: _____ Other Phone: _____

Allergies: _____

Other Medical Conditions: _____

Player's Physician: _____ Office Phone: _____

PARENT/GUARDIAN CONSENT AND MEDICAL RELEASE

My player son/daughter has received a physical examination by a licensed medical doctor and has been found physically capable of participating in the sport of soccer. I have provided written notice, which is submitted in conjunction with this release and attached hereto, setting forth any specific issue, condition, or ailment, in addition to what is specified above, that my child has or that may impact my child's participation in the soccer event.

I request that in my absence, the above-named player be admitted to any hospital or medical facility for diagnosis and treatment. I give my consent to have an athletic trainer, licensed medical doctor, dentist or other such licensed technicians or nurses provide my son/daughter with medical assistance and/or treatment and agree to be financially responsible for the reasonable cost of any such assistance and/or treatment.

Signature of Parent /Guardian: _____

Date: _____