

# SASKATCHEWAN SOCCER ASSOCIATION

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

*(To be executed by Participants over the Age of Majority)*

**WARNING! PLEASE READ CAREFULLY BY PROVIDING YOUR ELECTRONIC SIGNATURE, YOU WILL WAIVE CERTAIN LEGAL RIGHTS – INCLUDING THE RIGHT TO SUE**

### DEFINITIONS

**In this document** Saskatchewan Soccer Association and its affiliated Member Organizations shall hereinafter be referred to collectively as the Association.

**In this document the term "Activities or Activity"** shall include all activities, programs, events, classes, and services provided, 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, educational, orientation or instructional sessions or lessons, aerobic and anaerobic conditioning programs.

1. This is a binding legal document. Clarify any questions or concerns before signing. As a participant in soccer and the spectating, orientation, instruction, activities, competitions, programs, and services of Saskatchewan Soccer Association (collectively the "Activities"), the undersigned acknowledges and agrees to the terms outlined in this document.

### DISCLAIMER

2. Saskatchewan Soccer Association and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Association") 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 Association.

### DESCRIPTION AND ACKNOWLEDGEMENT OF RISKS

3. I 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 Association may offer or promote online soccer activities (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming;
  - c. The Association has a difficult task to ensure safety and it is not infallible. The Association 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 **COVID-19**
  - d. **The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Association has put in place preventative measures to reduce the spread of COVID-19; however, the Association cannot**

**guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.**

4. 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:
- 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 of all kinds, **COVID-19, bacteria**, parasites or other organisms or any mutation thereof.
  - b. 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.
  - c. Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization 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.
  - d. 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.
  - e. Advice: negligent advice regarding soccer programs.
  - f. Ability: Failing to act safely or within my own ability or within designated areas.
  - g. Sport: the game of soccer and its inherent risk.
  - h. Training: Risk associated with dryland training including weights, running, bands, and massage;
  - i. Cyber: privacy breaches, hacking, technology malfunction or damage.
  - j. Conduct: My conduct and conduct of other persons including any physical altercation between soccer participants.
  - k. Travel: Travel to and from the Activities.
  - l. Negligence: My negligence and negligence of other persons, including NEGLIGENCE ON the PART OF THE ORGANIZATION, may increase the risk of damage, loss, personal injury or death. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of soccer programs, some of which are referred to above.

## TERMS

5. In consideration of the Association allowing me to participate in the Activities, I acknowledge and agree:
- a. That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
  - b. That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition;
  - c. To comply with the rules and regulations for participation in the Activities;
  - d. To comply with the rules of the facility or equipment;
  - e. That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Association immediately;
  - f. The risks associated with the Activities are increased when I am impaired, and I will not to participate if impaired in any way;

- g. That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
- h. That COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; and could lead to exposure and further spread of COVID 19 to other individuals; and**
- i. That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment.

#### **RELEASE OF LIABILITY AND DISCLAIMER**

- 6. In consideration of the Association allowing me to participate, I acknowledge and agree:
  - a. That the sole responsibility for my safety remains with me;
  - b. To ASSUME all risks arising out of, associated with or related to my participation;
  - c. That I am not relying on any oral or written statements made by the Association or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
  - d. To WAIVE any and all claims that I may have now or in the future against the Association;
  - e. 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;
  - f. To FOREVER RELEASE AND INDEMNIFY the Association 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 have or may have 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 Association;
  - g. To FOREVER RELEASE AND INDEMNIFY the Association from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Association;**
  - h. That the Association is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
  - i. That negligence includes failure on the part of the Association to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
  - j. This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Saskatchewan and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

#### **JURISDICTION**

- 7. I agree that in the event that I file a lawsuit against the Association, I will do so solely in the Province of Saskatchewan and further agree that the substantive law of the Province of Saskatchewan will apply without regard to conflict of law rules.
- 8. I am aware of Saskatchewan Soccer Association By-Laws (INSERT LINK) and understand and acknowledge that:
  - a. Any recourse to the courts of any jurisdiction in a dispute by any Member before all rights of appeal and all the rights and remedies of the By-laws of the Association have been exhausted, shall be deemed a violation and breach of the By-laws, and shall result in automatic indefinite suspension from the Association.

- b. Any Member, who, in a dispute, has sought court action before exhausting all proper procedures of appeal, will be liable for all legal costs and disbursements incurred by the Association.
- c. Any Member who, having exhausted all proper procedures of appeal, proceeds with court action, will be liable for all legal costs and disbursements incurred by the Association should the courts rule in favour of the Association prior to reinstatement of said party's membership with the Association.

## INSURANCE

9. I am aware that the Association carries insurance and that should I become injured or cause personal injury or property damage to any third party while participating in a sanctioned soccer activity, I may or may not be entitled to insurance coverage depending on the terms and conditions of the Association's [Insurance Policy](#).
10. I acknowledge that Saskatchewan Soccer Association insurance does not extend to non-soccer events or participation in non-sanctioned soccer events or to participation against participants who are not registered with the Association.
11. **I am aware that the Association's [Insurance Policy](#) provides no coverage for any Claim in any way caused by, arising out of or resulting from any disease or contagion, including that designated as such by any of the following:**
  - d. a Federal, Provincial, Territorial or Municipal authority or agency;
  - e. a Minister of the Federal, Provincial or Territorial Crown;
  - f. a person occupying the position of Chief Medical Officer of Health (or similar position) of a Province, Territory or Municipality;
  - g. the World Health Organization;
  - h. the Center for Disease Control/Centre for Disease Control of
    - i. Canada or any Canadian Province or Territory;
    - ii. the United Kingdom of Great Britain and Northern Ireland; or
    - iii. of the United States of America and any American State or Territory.

For purposes of this Endorsement, disease or contagion so designated shall include:

- a. any derivative, mutation or variation of the disease or contagion;
- b. any fear or threat of the spread of the disease or contagion;
- c. any failure to prevent, contain or eradicate the disease or contagion.

For purposes of greater clarity, the following are diseases or contagion that are excluded pursuant to this endorsement:

1. Coronavirus disease (COVID-19);
2. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
3. Ebola;
4. Avian Influenza (Avian Bird Flu); and,
5. Legionella (Legionnaire's Disease)

## PERSONAL INFORMATION, MEDICAL HISTORY AND IMAGES

12. I acknowledge and grant the Releasees the unrestricted right to collect, use, and disclose my personal information, including my name, image and likeness in all forms of media, for any purpose reasonably related to the administration and management of soccer programs. I acknowledge that upon request I will provide an up to date Medical Information Form prior to participation in soccer-related activities.

13. I am aware that the Association has a written [Privacy Policy](#) that has been established in accordance with the Personal Information Protection and Electronic Documents Act that is posted on the Association website.

**ACKNOWLEDGEMENT**

14. I acknowledge that I have read and understand this document, that I have executed this document voluntarily, and that this document is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this document I have waived my right to maintain a lawsuit against the Association on the basis of any claims from which I have released herein.

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