

# VERNON SOCCER ASSOCIATION

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

INIT.

**PLEASE READ CAREFULLY**

Name			
Address			
Telephone	Residence:	Office:	Mobile:

### WAIVER INFORMATION

We are committed to the protection of your privacy. We collect and use your personal information for the purpose of your Release Agreement and to inform you of upcoming activities and events of the Vernon Soccer Association. This information is never sold to outside parties and is only used by us, our affiliates and any duly authorized agents and employees. If you have any questions or further details on our privacy policies please do not hesitate to contact us.

### ACTIVITIES, PROGRAMS, EVENTS AND PERSONS COVERED BY THIS RELEASE AGREEMENT

This Release Agreement applies to the use of all facilities, whether indoor or outdoor, premises and equipment and participation in all activities, programs or events organized, managed, or supervised by the Vernon Soccer Association including all soccer training activities, soccer warm-up activities, soccer games, soccer matches, and any similar or related activities (hereinafter collectively referred to as "Soccer").

This Release Agreement applies to and protects the Vernon Soccer Association and their respective officers, directors, employees, agents, independent contractors, subcontractors, representatives, successors and assigns and all instructors, coaches, managers, volunteers, sponsors, officials and officers in any way involved or connected with Soccer and other participants while involved in Soccer (all of whom are hereinafter collectively referred to as the "Releasees").

### ASSUMPTION OF RISKS

I am aware that participation in Soccer involves various risks, dangers and hazards, including but not limited to the risk of serious injury or death and negligence on the part of the Releasees, which includes failure by the Releasees to take reasonable steps to safeguard or protect me from injury or from the risks, dangers and hazards of participation in Soccer. I understand that it is my responsibility to learn about and understand the risks, dangers and hazards of participating in Soccer, that I should not participate in Soccer unless I am medically able, and that I may contact the Vernon Soccer Association if I require more information on this. I acknowledge that it remains my sole responsibility to act in such a manner as to be responsible for my own safety and participate within my own limits.

**I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

### RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of the Releasees permitting my participation in Soccer organized, managed, or supervised by the Vernon Soccer Association, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees arising out of any aspect of my participation in Soccer and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or any loss, damage or expense that my next of kin may suffer during or because of my participation in Soccer, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in Soccer;

- 3. To comply with all rules and regulations imposed by the Vernon Soccer Association from time to time upon participants;
- 4. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives (collectively, my "Legal Representatives"), in the event of my death or incapacity;
- 5. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
- 6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Soccer, other than what is set forth in this Release Agreement.

Adult Participant:

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY LEGAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

_____ Witness
_____ Please print name clearly

_____ Signature of Participant
_____ Please print name clearly

Minor Participant:

**I AM THE LEGAL GUARDIAN OF THE PARTICIPANT NAMED HEREIN AND AM EXECUTING THIS RELEASE AGREEMENT ON BEHALF OF THE PARTICIPANT IN MY CAPACITY AS GUARDIAN AND WITH THE INTENT THAT THIS RELEASE AGREEMENT BE BINDING ON THE INFANT PARTICIPANT FOR ALL LEGAL PURPOSES. BEFORE I SIGNED THIS RELEASE AGREEMENT, I READ IT. I STATE THAT I UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEES. OR, IF I DIE, BY SIGNING THIS RELEASE AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH MY LEGAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES AND WHICH THE INFANT PARTICIPANT HAS AGAINST THE RELEASEES. IN THE EVENT OF MY DEATH OR THE DEATH OF THE INFANT PARTICIPANT, BY SIGNING THIS RELEASE, I AM WAIVING ALL LEGAL RIGHTS WHICH MY LEGAL REPRESENTATIVES OR THE LEGAL REPRESENTATIVES OF THE INFANT PARTICIPANT MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

_____ Witness
_____ Please print name clearly

_____ Signature of Guardian of Participant
_____ Please print name clearly

THIS AGREEMENT MUST BE COMPLETED IN FULL, READ, DATED AND SIGNED BY THE PARTICIPANT OR THE LEGAL GUARDIAN OF THE PARTICIPANT (AS APPLICABLE) BEFORE THE PARTICIPANT WILL BE PERMITTED TO PARTICIPATE IN THE RECREATION PROGRAMS.