

WAIVER: I hereby for myself, my heirs, executors and administrators, waive and release any and all rights and claims that I may have or that may arise against the City of Surrey, the Surrey Parks and Recreation representatives, Surrey Youth Soccer Association and Surrey Football Club representatives for any and all injuries or losses suffered by my child, named on this form, while competing in connection with the program(s).

PRIVACY POLICY: By signing this application, you are consenting on your behalf of your child or children to the collection, use and disclosure of your personal information for the purposes of the BC Soccer Association, the South Fraser District Association and Surrey Youth Soccer Association. The personal information you provide will be used for purposes reasonably associated with your child's enrolment as a soccer player. The main use of the information is to obtain insurance and for use in necessary disciplinary proceedings. The personal information will not be disclosed to third parties other than as stipulated unless required by law. If you wish to know more about the privacy policies of BC Soccer Association and its members, please contact the BC Soccer Association.

MEDIA: I authorize Surrey Youth Soccer Association and Surrey Football Club to use photographs or videos of me or my child for promotional or educational purposes in any type of media, including its website. I understand that I will not be paid or rewarded for providing this authorization.

I accept and agree freely to the Club's Indemnity, Waiver and Assumption of Risks and acknowledge in doing so that I have read them in full as written below. **ASSUMPTION OF RISKS** I am or I am the parent/guardian of the child(ren) intending to participate in Surrey Football Club soccer programming and events. I am or as a parent/guardian agree that I am, or my child(ren) are, physically, emotionally and mentally able to participate in programming provided by Surrey Football Club and its program partner, including each of their Directors, Officers, employees, independent contractors, volunteers, agents, and representatives (the "Club") and that participation is voluntary. I am aware that participation in any of the Club's programs involves many risks, dangers, and hazards, which could result in damage, loss, serious physical injury, or death. I have made myself aware of these risks, dangers, and hazards. Some of these risks, dangers, and hazards include, but are not limited to:

- **Health:** overexertion, dehydration, fatigue, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including COVID-19 and viruses of all kinds, bacteria, parasites or other organisms or any mutation thereof.
 - **Premises and Facilities:** 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.
 - **Use of Equipment:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Club 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.
 - **Contact:** I acknowledge that contact with soccer balls, other equipment, 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 injuries or serious spinal injury. • **Advice:** negligent advice regarding Club soccer programs.
 - **Conduct and conduct of other persons including any physical altercation between soccer program participants:** I acknowledge that such conduct, including my own or my child(ren)'s negligence and negligence of other persons, including **NEGLIGENCE ON THE PART OF THE CLUB**, may increase the risk of damage, loss, personal injury or death.
- RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** In consideration of the Club allowing participation in the Club's programs, use of its equipment and facilities, I hereby agree for myself or on behalf of my minor child(ren) as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE CLUB AND TO RELEASE THE CLUB** from any and all liability for any loss, damage, expense or injury including death that I or my child/ward may suffer or that my next-of-kin may suffer as a result of my or my child's/ward's participation in Club programs **DUE TO ANY CAUSE WHATSOEVER**, including but not limited to

- negligence on the part of the Club;
- breach of contract by the Club;
- breach of warranty on the part of the Club in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
- breach of any statutory or other duty of care including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1996, c. 303, on the part of the Club; and
- the failure on the part of the Club to safeguard or protect me or my child(ren) from the risks, dangers, and hazards of the Club's programs, some of which are referred to in the Assumption of Risks section of this Agreement.

2. **TO HOLD HARMLESS AND INDEMNIFY THE CLUB** from any and all liability for any damage, loss, expense or injury resulting from participation in the Club's programs **DUE TO ANY CAUSE WHATSOEVER**, including but not limited to negligence on the part of the Club; breach of contract by the Club; breach of warranty on the part of the Club in respect of the equipment; breach of any statutory duty or other duty of care including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1996, c. 303, on the part of the Club and the failure on the part of the Club to safeguard from the risks, dangers, and hazards of the Club's programs, some of which are referred to in the Assumption of Risks section of this document.

3. **TO HOLD HARMLESS AND INDEMNIFY THE CLUB** from any and all liability for any damage, loss, expense, illness, or injury to any third party resulting from participation in the Club's programs.

4. Despite the risks, dangers, and hazards of soccer programs, and fully understanding such risks, dangers, and hazards, I wish to or for my child(ren) to participate in the Club's programs, and I **FREELY ACCEPT AND FULLY ASSUME** all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

5. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity. In entering into this Agreement I am not relying on any oral, visual, or written representations or statements made by the Club with respect to the safety of soccer programs other than what is set forth in this Indemnity, Waiver & Assumption of Risks.