

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As an Individual in activities, programs, classes, services provided and events sponsored or organized by Born To Be Soccer Academy and its affiliated districts, leagues, clubs and teams (collectively the "Organization") and the sport of soccer, which includes but is not limited to: games, tournaments, practices, training, personal training, dry land training, the use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned being the Individual and Individual's Parent/Guardian (collectively the "Parties") acknowledge and agree to the terms outlined in this agreement.

2. I am the Parent/Guardian of the Individual and have full legal responsibility for the decisions of the Individual.

Description of Risks

3. 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 may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming;

c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Individual's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and

d) 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 Individual will not become infected with COVID-19. Further, attending the Activities could increase your risk of contracting COVID-19.

4. The Individual 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 and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:

a) Contracting COVID-19 or any other contagious disease;

b) Executing strenuous and demanding physical techniques;

c) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;

d) Exerting and stretching various muscle groups;

e) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;

f) Spinal cord injuries which may render the Individual permanently paralyzed;

- g) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Individual's body or to the Individual's general health and well-being;
- h) Abrasions, sprains, strains, fractures, or dislocations;
- i) Privacy breaches, hacking, technology malfunction or damage;
- j) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
- k) Physical contact with other Individuals, spectators, equipment, and hazards;
- l) Not wearing appropriate safety or protective equipment, such as shinpads;
- m) Failure to act safely or within the Individual's ability or within designated areas;
- n) Grass, turf, and other surfaces including bacterial infections and rashes;
- o) Collisions with fences, poles, stands, and soccer equipment;
- p) Negligence of other persons, including other spectators, Individuals, or employees;
- q) Weather conditions; and
- r) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities

Terms

5. In consideration of the Organization allowing the Individual to participate in the Activities, the Parties agree:

- a) That the Individual's mental and physical condition is appropriate to participate in the Activities;
- b) That when the Individual practices or train in his or her own space, the Parties are responsible for the Individual's surroundings and the location and equipment that is selected for the Individual;
- 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 the Individual observes an unusual significant hazard or risk, the Individual will remove themselves from participation and bring such to the attention of an Organization representative immediately;
- f) The risks associated with the Activities are increased when the Individual is impaired, and the Individual agrees not to participate if impaired in any way;
- g) That it is their sole responsibility to assess whether any Activities are too difficult for the Individual. By the Individual commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
- h) That they are responsible for the choice of the Individual's protective equipment and the secure fitting of the protective equipment;
- i) That COVID-19 is contagious in nature and the Individual 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.

6. In consideration of the Organization allowing the Individual to participate, the Parties agree:

- a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and

b) That the Organization is not responsible or liable for any damage to the Individual's vehicle, property, or equipment that may occur as a result of the Activities.

General

7. 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 Alberta, Canada and they further agree that the substantive law of Alberta will apply without regard to conflict of law rules.

8. The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement

9. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.