



# CANADA FIRST ACADEMY FOR SOCCER EXCELLENCE

≡ LONG TERM PLAYER DEVELOPMENT ≡

## CANADA FIRST ACADEMY

### INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

*(To be executed by Participants under the age of majority)*

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

**Participant's Name:** \_\_\_\_\_

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in activities, programs, classes, services provided and events sponsored or organized by Canada First Academy (“CFA”), Ontario Soccer Association (“OSA”) and its affiliated districts, leagues, clubs and teams (collectively, the foregoing persons are referred to as the “Organizations”) and the sport of soccer, including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs, which may be given in person or remotely such as online or webinar format (collectively the “Activities”), the undersigned being the Participant and Participant’s Parent/Guardian (collectively the “Parties”) acknowledges and agrees to the following terms outlined in this agreement:

The undersigned, who is signing as the Parent and/or legal guardian of the Participant (referred to herein as “I”), represents and warrants that I am the Parent/Legal Guardian of the Participant and have full legal responsibility for the decisions of the Participant.

#### Description of Risks

2. 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 Organizations have put in place preventative measures to reduce the spread of COVID-19; however, the Organizations cannot guarantee that the Participant will not become infected with COVID-19. Further, attending the Activities could increase your risk of contracting COVID-19.
3. The Participant is participating voluntarily in the Activities. In consideration of that participation in the Activities, 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

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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 Participant permanently paralyzed; g) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or to the Participant'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 participants, spectators, equipment, and hazards; l) Not wearing appropriate safety or protective equipment, such as a helmet; m) Failure to act safely or within the Participant'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, participants, 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.

**We have read and agree to be bound by paragraphs 1 and 4**

## Terms

4. In consideration of the Organizations 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) That when the Participant practices or trains in his or her own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
  - 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 Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of a representative of the Organizations immediately;
  - f) 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;
  - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
  - h) That they are responsible for the choice of the Participant's protective equipment and the secure fitting of the protective equipment;
  - i) 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.
5. In consideration of the Organizations allowing the Participant to participate in the Activities, the Parties agree: a) That the Parties are not relying on any oral or written statements made by any of the Organizations or their agents, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and b) That the Organizations are not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities.
6. Knowing this and the risks of participating in Activities provided by or involving the Organizations, I agree that the Participant and I assume those risks and release and hold harmless the Organizations and each of their respective directors, officers, employees and their coaches (collectively the foregoing are the "**Releasees**") of and from any claims, demands, actions, expenses, costs, and causes of action, whether arising in law or equity, in respect of death, injury, loss or damage to person or property, HOWSOEVER CAUSED, arising out of the Participant's participation in the Activities.
7. I agree that neither the Participant nor I (nor any of our representatives) will make a claim against, sue, attach the property of or prosecute any of the Releasees for any claims, expenses, costs, damages or causes of action, whether arising in law or equity, in respect of death, injury, loss or damage to person or property, HOWSOEVER CAUSED, arising or to arise by reason of the Participant's participation in the Activities.

## CONSENT FOR USE OF PERSONAL INFORMATION

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info@canadafirstacademy.com

8. CFA takes very seriously the trust you place in us and the information you provide to us. If you have any questions about our information handling practices, please do not hesitate to email us at the address noted below, as we are happy to answer your questions.
9. I authorize the Organization to collect and use personal information about the Parties for the purpose of receiving communications about our programs and events that may be of interest to you, and for the purposes described in CFA's privacy policy (which is available on our website and on request), through electronic means and otherwise found below.
10. Furthermore, I also agree CFA may use the Participant's photograph, video, name, voice, statements, image, actions at CFA's training, games and events in any live or recorded form (including, but not limited to, any form of video display or other transmission or reproduction), in whole or in part, for purposes of promoting CFA's programs, analyzing and discussing training progress, game review and to promote the Participant's progress and success as a soccer player on social media and other on-line media (including, without limitation, the Internet), and in any other means of media, distribution, publication or exhibition without any additional consideration. I accept that CFA may use Participant's team or individual pictures and publish the first names for publications/events run by CFA.
11. I understand that I may withdraw such consent to the use of the Participant's images or to receiving electronic messages (other than those that are reasonably necessary to communicate about my child's participation in CFA's programs) at any time by contacting CFA's email address [info@canadafirstacademy.com](mailto:info@canadafirstacademy.com); *however, I know that any withdrawal of my consent will not impact any prior collection, use or disclosure made based on prior consent.*
12. The Parties agree that in the event that they file a claim or lawsuit against any of the Organizations, they agree to do so solely in the province of Ontario, Canada and they further agree that the substantive law of Ontario will apply without regard to conflict of law rules. 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

13. 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.

\_\_\_\_\_  
Name of Participant (print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Name of Parent or Guardian (print)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

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