



# 2022 OUTDOOR AND INDOOR 2022/23 SEASONS PLAYER WAIVER FORM

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## PLAYER INFORMATION

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Date	
Player's First Name	
Player's Last Name	
Player's Birth Date	

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## P1: LIABILITY RELEASE

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I, \_\_\_\_\_, the parent/legal guardian of the above-named player, do hereby give my full consent and approval for my child to participate as a member of Calgary Minor Soccer Association ("CMSA"). I understand and accept that as a contact sport, there are certain risks of damages and injuries to the player through their participation in all activities associated with soccer, including practice and the play of soccer, which may include the risk of serious and permanent injury and potentially death of the player and other players including, but not limited to those hazards associated with weather conditions, playing conditions, equipment, and other participants.

Therefore, in consideration of CMSA permitting the player to attend and participate in any of its activities, events, or games, I, on behalf of and for the player, their heirs, representatives, executors and administrators, and myself, I do voluntarily elect to accept and solely assume all risks of injury incurred or suffered by my child (a) while practicing or playing as a member of the CMSA; (b) while serving in a non-playing capacity as a team member during practice or play by other teams or by other players on my child's team; and (c) while on or upon the premises of any and all of the fields, gyms, soccer centres, and facilities arranged for by my child's team or league for practice or play.

In addition to giving my full consent for my child's participation, I do hereby release and discharge (each of the following being a "Released Party") CMSA, the Alberta Soccer Association (the "ASA"), the Canada Soccer Association (the "CSA"), and all facility providers (such as gyms, soccer fields, and soccer centres where an activity, event, or game may take place) and all directors, officers, employees, and agents of such parties, from any and all claims, demands, damages, costs including legal costs, and causes of action which may arise out of or in connection with any loss, injury, or damage to the player or their property, which may be suffered or incurred while attending or participating in (including transportation to and from) a CMSA activity, event, or game, regardless of whether or not such loss, injury, or damage arose by reason of the negligence of a Released Party. I further agree to indemnify and hold harmless all Released Parties from any and all losses, claims, demands, costs including legal costs, and damages that



# 2022 OUTDOOR AND INDOOR 2022/23 SEASONS PLAYER WAIVER FORM

may be suffered or incurred by any Released Party arising out of or in any way connected with the player's attendance at or participation in any such activity, event, or game.

*I have read and agree to be bound by section P1*

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## P2: PRIVACY RELEASE

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The above-mentioned parent and/or guardian hereby consents to CMSA collecting, using, and disclosing the personal information of the player in accordance with the CMSA Privacy Policy. The Privacy Policy can be obtained from the Club/Community, by calling (403) 279-8686 or from [www.calgaryminorsoccer.com](http://www.calgaryminorsoccer.com).

As well, this consent permits the disclosure of personal information to the provincial affiliated association to permit the player's participation in their events and tournaments.

I expressly consent to the collection, use, and disclosure of the above-named player's personal information and I am aware that the following personal information may be collected before, during, or after the above-named player's participation in CMSA, including but not limited to:

1. The name of the above-named player and legal guardians, addresses, phone numbers, ages, and birthdate of the above-named player, and details about the above-named player's participation in the CMSA; and
2. Photographs or videos of the above-named player while participating in CMSA may be collected for the purpose of marketing of programs and sponsor recognition.

If you do not wish this information to be disclosed, you must send a letter to CMSA stating so.

*I have read and agree to be bound by section P2*



# 2022 OUTDOOR AND INDOOR 2022/23 SEASONS PLAYER WAIVER FORM

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## P3: ANTI-SPAM

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In compliance with Canada's anti-spam legislation (CASL), by consenting below you are giving permission to CMSA to send email communication regarding game updates (rescheduling), important league information, schedules, exciting news, events, tournaments, coaching courses, referee courses, sponsor updates and special announcements:

***YES, I consent to receive email updates***

Your privacy is very important to CMSA, and we will never sell, rent or otherwise disclose your email address to any third party. You may unsubscribe from the additional emails at any time using the 'unsubscribe' button included in every message.



# 2022 OUTDOOR AND INDOOR 2022/23 SEASONS PLAYER WAIVER FORM

## ALBERTA SOCCER ASSOCIATION INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

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

<b>Date</b>	
<b>Player's First Name</b>	
<b>Player's Last Name</b>	
<b>Player's Birth Date</b>	

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 Alberta Soccer Association and its affiliated districts (such as CMSA), 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;



# 2022 OUTDOOR AND INDOOR 2022/23 SEASONS PLAYER WAIVER FORM

- 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 a helmet;



# 2022 OUTDOOR AND INDOOR 2022/23 SEASONS PLAYER WAIVER FORM

- 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

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

## **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 their 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;



# 2022 OUTDOOR AND INDOOR 2022/23 SEASONS PLAYER WAIVER FORM

- 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.

***I have read and agree to be bound by paragraphs 5 and 6***

## **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.

***I have read and agree to be bound by paragraphs 7 to 9***

Signed:

Date: