

BC PROVINCIAL FOOTBALL ASSOCIATION

FOOTBALL WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY EXECUTING THIS
YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY

TO:

The British Columbia Provincial Football Association (the "Association") and its directors, officers, agents, representatives, employees, volunteers, coaches, members, participants, spectators, leagues, clubs, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

DEFINITIONS:

In this Agreement the term "football programs " shall include all activities, programs, events, classes, volunteer events and services provided, sponsored or organized by the Association including but not limited to: games, tournaments, practices, 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.

ASSUMPTION OF RISKS:

I am the parent/guardian of the player being registered and have full legal responsibility for the decisions of said player. I believe my child/ward is physically, emotionally, and mentally able to participate in football programs, and is doing so voluntarily and willingly. I am aware that my child/ward's participation in football programs involves many risks, dangers, and hazards, which could result in damage, loss, serious physical injury or death to my child/ward. I have spoken to my child/ward and have made my child/ward 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 viruses of all kinds, bacteria, parasites or other organisms or any mutation thereof.
- Premises: 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 Releasees 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 flag football, tackle football, other equipment, or other persons, whether intentional or unintentional, is a common part of football programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
- My child/ward's conduct and conduct of other persons including any physical altercation between football participants: I acknowledge that such conduct, including my child/ward's negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury, or death. I understand that the Releasees may fail to safeguard or protect my child/ward from the risks, dangers, and hazards of football programs, some of which are referred to above.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the Releasees allowing my child/ward to participate in football programs, use its equipment and facilities and providing its football services and consultation, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES AND TO RELEASE THE RELEASEES 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 football programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
 - negligence on the part of the Releasees;
 - breach of contract by the Releasees;
 - breach of warranty on the part of the Releasees 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 Releasees; and
 - the failure on the part of the Releasees to safeguard or protect me or my child/ward from the risks, dangers and hazards of football programs, some of which are referred to in the Assumption of Risks section of this Agreement.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to my child/ward resulting from my child's/ward's participation in football programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to negligence on the part of the Releasees; breach of contract by the Releasees; breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of 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 Releasees; and the failure on the part of the Releasees to safeguard or protect my child/ward from the risks, dangers and hazards of football programs, some of which are referred to in the Assumption of Risks section of this Agreement.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my child's/ward's participation in football programs.
4. Despite the risks, dangers, and hazards of football programs, and fully understanding such risks, dangers, and hazards, I wish my child/ward to participate in football programs with the Association, 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.

SAFETY:

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

INSURANCE:

I am aware that the Association carries insurance and that should my child/ward become injured or cause personal injury or property damage to any third party while participating in football programs, my child/ward may or may not be entitled to insurance coverage depending on the terms and conditions of the Association's insurance policy.

JURISDICTION:

This Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia (BC), and I agree to attorn solely to the jurisdiction of the Courts of the Province of BC. Any litigation involving the parties to this Agreement shall be brought solely within the Province of BC and shall be within the exclusive jurisdiction of the Courts of the Province of BC. By executing this form, whether on-line or by signature, you agree that you are the registering player's parent/legal guardian and that you have read, understand, and are bound by the Agreement terms.

ASSUMPTION OF RISKS:

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