

MANITOBA SOCCER ASSOCIATION

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

Note: By executing this Agreement, you will waive certain legal rights, including the right to compensation. Please read carefully.

1. This Agreement relates to the Manitoba Soccer Association (the “MSA”) and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, districts, leagues, clubs, insurers, sponsors, successors and assigns, and all others acting on its behalf (jointly and severally the “Releasees”)

2. In consideration of the MSA and Releasees allowing myself, or my child or other such person over whom I have legal responsibility, to participate in soccer activities, I do hereby agree as follows:

- a) I hereby waive, release and forever discharge the MSA and the Releasees from any and all claims or causes of action that I have or may in the future have for any and all injury or illness (including death), damage or loss that may occur to me or my property or my next of kin as a result of my participation in soccer activities including use of facilities, programs and services provided by or failed to be provided by the MSA or the Releasees.
- b) I accept and assume responsibility for any risks, dangers and hazards related to my participation in soccer activities including but not limited to risks arising from negligence, breach of contract, breach of statutory or other duty, or any other failure by the MSA or the Releasees to safeguard or protect me.
- c) I acknowledge that my participation in soccer activities involves many risks, dangers and hazards which may cause damage, loss, illness, serious physical injury or death including with respect to unsafe or defective premises, use of equipment, failure to provide appropriate warnings or directions, physical contact, altercations or interactions with other persons which activities would include but not be limited to practices, games, events, training, advice and instruction.
- d) I acknowledge that I am aware that COVID-19 and other viruses have or may be declared a worldwide pandemic and are believed to be extremely contagious as a result of person-to-person contact and other means of transmission such that federal, provincial and other public health authorities have recommended physical distancing and prohibited gathering of certain groups and that, as a result of my participating in soccer activities there may be increased risk both to myself and those who associate with me, of contracting COVID-19 or other such viruses or infections and that, by signing this document, I freely agree to assume such risk and acknowledge that I may be exposed to and become infected by attending soccer activities and that such infection could lead to injury, illness, disability or death.
- e) I voluntarily and freely waive any and all claims that I have or may have in the future against the MSA or Releasees for any and all liability and for any loss, damage, expense

or injury that I may suffer or that my child or next of kin may suffer related to COVID-19 exposure or exposure to other such viruses or infections and agree to hold harmless and indemnify the MSA and Releasees from any and all liability for any personal injury to any third party resulting from my participation in soccer activities.

- f) I certify that I have not been diagnosed with COVID-19 or, if I have been so diagnosed, that I have been advised by a medical professional that I am no longer contagious. I also certify that, to the best of my belief, I have not been exposed to anyone who has tested positive for COVID-19 or other such infection in the last 14 days and I am not currently suffering from any related symptoms including but not limited to fever, difficulty breathing, pneumonia or cough. I also certify that I will follow any and all directions or instructions from the MSA or other Releasees related to the use of personal protective equipment and other safety measures during my participation in soccer activities.
- g) I acknowledge and agree that I am not relying upon any representations or statements made by the MSA or the Releasees with respect to the safety of participating in soccer activities and have made my own assessment with respect to the safety and risks associated with participation in soccer activities.
- h) If I am signing this document on behalf of my child or such other individual over whom I have legal authority, I agree that this Agreement shall be effective and binding upon myself and such persons and upon my heirs, next of kin, executors, administrators, assigns and representatives and further agree to hold harmless and indemnify the MSA and Releasees from any and all liability related to such child or such other person over whom I have legal authority.
- i) I agree that any rights, duties, obligations or issues relating to this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Manitoba and I agree to attorn solely to the jurisdiction of the courts of the Province of Manitoba.
- j) By signing this Agreement, whether online or by signature, I agree that I am the individual identified as participating in soccer activities or that I am the parent of or have legal authority relating to the individual identified as participating in soccer activities and that I have read, understood and agree to be legally bound by the terms of this Agreement as set out above.

DATED: _____, 2020

Print name of individuals on whose behalf this Agreement is signed: _____

Witness:

Signature:
