



FALY ACADEMY SOCCER

RETURN TO PLAY PARTICIPANT AGREEMENT

This agreement ("Agreement") is a mandatory requirement for all participants, coaches and volunteers of any Faly Academy (the "Academy") activities after June 3rd, 2020. The requirements below are mandatory until a formal communication by the Academy states otherwise.

Any questions about this Agreement should be directed to: info@falyacademy.com.

The Academy may remove any participant, coach, or volunteer without notice from any sanctioned activity should a participant fail to adhere to the requirements set out below.

Therefore, you, as a participant, or you as a parent of minor child(ren) participant(s), coach, or volunteer agree to the following:

- I will be screened for COVID-19 symptoms before every practice, and will let the academy know if I have experienced any COVID-19 symptoms in the last 14 days.
- Notify the Academy and stay home if feeling sick, and remain home for 14 days if experiencing COVID-19 symptoms.
- Sanitize my hands upon entering and after exiting the facility, with soap or sanitizer.
- Continue to follow social distancing protocols of staying at least 2m away from others, or any other protocols recommended by Canadian Health authorities.
- I agree to not share any personal items brought from home, including without limitation, water bottles, clothing, etc.
- I acknowledge that there are risks associated with entering facilities and/or participating in Academy activities, and that the measures taken by the Academy and participants, including those set out above and under the COVID-19 Response Plan and Return to Sport Protocols, will not entirely eliminate those risks.

I accept and agree freely to the Academy's Indemnity, Waiver and Assumption of Risks and acknowledge, in doing so, that I have read them in full as written below. ASSUMPTION OF RISKS I am or I am the parent/guardian of the child(ren), or coach or volunteer intending to participate in the Academy's programming. I am or as a parent/guardian agree that I am, or my child(ren) are, physically, emotionally and mentally able to participate in programming provided by the Academy, including each of their Directors, Officers, employees, independent contractors, volunteers, agents, and representatives and that participation is voluntary. I am aware that participation in any of the Academy's programs involves many risks, dangers, and hazards, which could result in damage, loss, serious physical injury, or death. I have made myself 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 COVID-19 and viruses of all kinds, bacteria, parasites or other organisms or any mutation thereof. • Premises and Facilities: 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 academy 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 contact with soccer balls, other equipment, or other persons, whether intentional or unintentional, is a common part of soccer programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injuries or serious spinal injury. • Advice: negligent advice regarding Academy programs. • Conduct and conduct of other persons including any physical altercation between soccer program participants: I acknowledge that such conduct, including my own or my child(ren)'s negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE ACADEMY, may increase the risk of damage, loss, personal injury or death. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT In consideration of the Academy allowing participation in the academy's programs, use of its equipment and facilities, I hereby agree for myself or on behalf of my minor child(ren) as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE ACADEMY AND TO RELEASE THE ACADEMY 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 Academy programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to • negligence on the part of the Academy; • breach of contract by the Academy; • breach of warranty on the part of the Academy 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

Academy; and • the failure on the part of the Academy to safeguard or protect me or my child(ren) from the risks, dangers, and hazards of the academy's programs, some of which are referred to in the Assumption of Risks section of this Agreement.

2. TO HOLD HARMLESS AND INDEMNIFY THE ACADEMY from any and all liability for any damage, loss, expense or injury resulting from participation in the Academy's programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to negligence on the part of the academy; breach of contract by the Academy; breach of warranty on the part of the Academy in respect of the 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 Academy and the failure on the part of the Academy to safeguard from the risks, dangers, and hazards of the Academy's programs, some of which are referred to in the Assumption of Risks section of this document.

3. TO HOLD HARMLESS AND INDEMNIFY the Academy , and any of its Directors, Officers, employees, independent contractors, volunteers, agents, and representatives, from any and all liability for any damage, loss, expense, illness, or injury to any third party resulting from participation in the Academy's programs.

4. Despite the risks, dangers, and hazards of soccer programs, and fully understanding such risks, dangers, and hazards, I wish to or for my child(ren) to participate in the Academy's programs, 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. In entering into this Agreement, I am not relying on any oral, visual, or written representations or statements made by the Academy with respect to the safety of soccer programs other than what is set forth in this Indemnity, Waiver & Assumption of Risks.

Date: _____

Signature of Parents / Coaches / Volunteers / Players:

Name of Player:
