



LIABILITY WAIVER AND RELEASE FORM

PERFORM ELITE FOOTBALL ACADEMY INC.

This form must be completed and signed by a parent or legal guardian for all participants under 18 years of age.

1. PARTICIPANT INFORMATION

Player's Full Legal Name: _____

Date of Birth: _____ Program / Age Group: _____

Parent/Guardian Name: _____ Relationship to Player: _____

Phone Number: _____ Email: _____

Home Address: _____

2. EMERGENCY CONTACT (other than parent/guardian above, if possible)

Name: _____ Phone: _____

Relationship to Player: _____

3. MEDICAL INFORMATION

Please list any medical conditions, previous injuries (including concussions), allergies, or medications the Academy should be aware of. Write "None" if not applicable. This information is kept confidential and is used only to keep the participant safe.

- ☐ I confirm the information above is complete and accurate, that the participant is physically able to safely take part in soccer training, and that I will promptly notify the Academy of any changes to the participant's health status.

4. ASSUMPTION OF RISK

I, the undersigned participant (or parent/legal guardian if the participant is under 18), understand that participation in soccer training, strength and conditioning, athletic development, and performance programs operated by Perform Elite Football Academy Inc. ("the Academy") involves inherent risks that cannot be fully eliminated, even with proper coaching, supervision, and equipment. These risks include, but are not limited to:

- **Physical injuries** such as sprains, strains, fractures, bruises, concussions and other head injuries, or other bodily harm, including in rare cases serious or permanent injury;
- **Outdoor training risks**, including weather conditions, heat and cold exposure, uneven surfaces, and environmental hazards;
- **Contact and collision** with other participants, equipment, goals, or the ground;
- **Training equipment risks**, including improper use or malfunction;



- **Barefoot training risks**, where applicable, including cuts, abrasions, impact-related injuries, and potential infection;
- **Communicable illness** risks inherent in any group activity;
- **Unforeseen incidents**, including tripping hazards and the actions of other participants or third parties.

I acknowledge that I have had the opportunity to ask questions about these risks, and I voluntarily choose to allow the participant to take part despite them.

5. MEDICAL AUTHORIZATION & INSURANCE

- In a medical emergency, I authorize Academy staff to obtain or administer emergency first aid and to arrange medical treatment (including ambulance transport) as deemed necessary, at my expense, if I cannot be reached.
- I understand the Academy does not provide medical, accident, or health insurance for participants and is not responsible for medical or related expenses incurred due to injury or illness sustained during participation. I am responsible for ensuring the participant has adequate health coverage (e.g., OHIP and/or private insurance).
- I agree the participant will not attend training while ill or injured in a way that prevents safe participation, unless cleared to participate.

6. CONCUSSION AWARENESS (Rowan's Law — Ontario)

In accordance with Rowan's Law (Concussion Safety), 2018, I confirm that: (1) I have reviewed, or will review with the participant, the Government of Ontario Concussion Awareness Resources appropriate to the participant's age (ontario.ca/concussions); (2) I understand that any participant suspected of sustaining a concussion will be immediately removed from activity and may not return until permitted in accordance with return-to-sport protocols, with medical clearance recommended; and (3) I agree to inform the Academy of any concussion or suspected concussion the participant sustains, whether inside or outside Academy activities.

7. RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNIFICATION

In consideration of the participant being permitted to take part in Academy programs, and to the fullest extent permitted by law:

- **Release and Waiver.** I waive, release, and forever discharge Perform Elite Football Academy Inc., its owners, directors, officers, employees, coaches, trainers, contractors, volunteers, agents, affiliates, and facility providers (collectively, the "Released Parties") from any and all liability, claims, demands, damages, costs, and causes of action of any kind arising out of or related to the participant's involvement in Academy programs and activities, including claims arising from the negligence of the Released Parties.
- **Indemnification.** I agree to indemnify and hold harmless the Released Parties from any claims, liabilities, and expenses (including reasonable legal fees) arising from the participant's involvement in Academy programs or from my breach of this agreement.
- **Personal Property.** The Academy is not responsible for lost, stolen, or damaged personal property brought to sessions or events.
- **Binding Effect.** This release is binding on me, the participant, and our respective heirs, executors, and legal representatives.

8. PROGRAM POLICIES

- **No Guarantee of Results.** Training does not guarantee skill improvement, playing time, team selection, or advancement. Outcomes depend on individual effort, attendance, and external factors.



- **Refunds & Cancellation.** All program payments are non-refundable except where a program is cancelled by the Academy. Missed sessions may be rescheduled at the Academy's discretion, with no guarantee. The Academy may cancel, shorten, or reschedule sessions due to weather, field availability, or circumstances beyond its control; sessions cancelled by the Academy will be rescheduled where reasonably possible.
- **Code of Conduct.** Participants and families must follow all Academy rules, safety guidelines, and coach instructions, and treat coaches, players, and other families with respect. Disruptive or disrespectful behaviour, bullying, or repeated failure to follow rules may result in suspension or removal from the program without refund.
- **Drop-off & Pick-up.** Parents/guardians are responsible for the participant before the session begins and after it ends, and must inform the Academy in writing if someone else will pick up the participant.

9. PHOTOGRAPHY & MEDIA CONSENT (OPTIONAL)

The Academy occasionally takes photos and videos at sessions and events for marketing materials, its website, and social media. Player names are not published alongside images without separate permission. This consent is optional, may be declined without affecting participation, and may be withdrawn at any time by written notice.

- ☐ **YES** — I grant permission for photos/videos of the participant to be used for Academy marketing, social media, and promotional purposes.
- ☐ **NO** — I do not grant permission.

10. PRIVACY & PERSONAL INFORMATION

The Academy collects the personal information on this form solely to administer its programs, communicate with families, and respond to emergencies. Information is stored securely, is not sold or shared with third parties except as required to operate the program or as required by law, and is retained only as long as necessary.

11. GENERAL LEGAL TERMS & ACKNOWLEDGMENT

- **Severability.** If any provision of this agreement is found unlawful or unenforceable, the remaining provisions remain in full force and effect.
- **Governing Law & Jurisdiction.** This agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any disputes shall be resolved exclusively in the courts of Ontario.
- **Entire Agreement.** This agreement constitutes the entire agreement between the parties regarding its subject matter.
- **Acknowledgment of Understanding.** I confirm that I have read this entire agreement, understand its terms, have had the opportunity to seek independent legal advice, am at least 18 years of age, and have the legal authority to sign on behalf of the participant.

SIGNATURES

Participant's Signature: _____ Date: _____

Parent/Guardian Signature (required if under 18): _____ Date: _____

Club Representative Signature: _____ Date: _____

Perform Elite Football Academy Inc. • Develop. Perform. Excel.