

SPORT FOR ALL CANADA
and
REVOLUTION SOCCER CANADA LTD.

Joint Participant Waiver, Release of Liability, Assumption of Risk, Indemnity and Consent Agreement

To be completed by the parent or legal guardian of each participant under 18 before first participation in any program, session or event of either Organization, and renewed at least annually.

WARNING — PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT COVERING TWO SEPARATE ORGANIZATIONS: SPORT FOR ALL CANADA AND REVOLUTION SOCCER CANADA LTD. BY SIGNING IT YOU (THE PARENT/GUARDIAN) GIVE UP CERTAIN LEGAL RIGHTS AGAINST BOTH ORGANIZATIONS, INCLUDING YOUR OWN RIGHT TO SUE, AND YOU AGREE TO ASSUME RISK AND TO INDEMNIFY BOTH ORGANIZATIONS. DO NOT SIGN UNTIL YOU HAVE READ AND UNDERSTOOD IT. IF YOU HAVE QUESTIONS, ASK BEFORE SIGNING.

1. Definitions.

“Sport For All Canada” means Sport For All Canada, a not-for-profit corporation. **“Revolution Soccer”** means Revolution Soccer Canada Ltd. Sport For All Canada and Revolution Soccer are referred to together as the **“Organizations”** and each individually as an **“Organization”**. The Parent acknowledges that the Organizations are separate legal entities which may each deliver, co-deliver, staff, organize, host or support the Activities, whether jointly or independently, and that **this Agreement is given for the benefit of both Organizations and applies in full to each of them regardless of which Organization operates, delivers, staffs or is named in connection with any particular Activity.**

“Released Parties” means, collectively and individually, each of the Organizations, together with their respective directors, officers, employees, coaches, instructors, program-delivery partners and contractors (including their respective directors, officers, employees, coaches and personnel), subcontractors, volunteers, agents, representatives, sponsors, affiliates, related and successor entities, and assigns; the owners, operators, occupiers, landlords and permit-holders of any facility, gym, field, park or venue at which Activities take place (including any school board, municipality or private facility owner); any partner organizations, clubs, event hosts and co-organizers; and all other participants in the Activities and their parents and guardians.

“Participant” means the child named in the signature block.

“Parent” means the parent or legal guardian signing this Agreement, on their own behalf and on behalf of the Participant.

“Activities” means all programs, sessions and events of any kind offered, organized, hosted, sanctioned, delivered or supported by or on behalf of either or both of the Organizations, in any sport or physical activity, including without limitation: training sessions, classes, skills instruction, practices, scrimmages, games, matches, leagues, tournaments, camps, clinics, festivals, fun days, demonstrations, trial sessions, drop-in sessions, one-time events, ceremonies, social and fundraising events, and volunteer activities; physical conditioning and warm-ups; use of any equipment; use of and presence at any facility or venue (indoor or outdoor, including gyms, fields, parks and any other location); spectating and attendance; and any activity or travel to, from, at or connected with any of the foregoing, wherever held.

2. Acknowledgement of Risk. The Parent understands and acknowledges that the Activities involve inherent and other foreseeable and unforeseeable risks, hazards and dangers that no amount of care, caution, instruction or expertise can eliminate, and that these can cause serious bodily injury, permanent disability, paralysis, concussion or other brain injury, spinal injury, and, in rare cases, death. Risks include, without limitation: running, kicking, jumping, sudden movements, over-exertion, over-use and repetitive-strain injuries, fatigue, dehydration, heat stroke, heat exhaustion,

cold exposure, cardiac and other medical events; sprains, strains, fractures, dislocations, cuts, bruises, and dental and eye injuries; aggravation of pre-existing medical conditions; contact or collisions with balls, equipment, goals, nets, fences, walls, surfaces or other persons, whether accidental or intentional; the conduct, actions or negligence of other participants, spectators, coaches, volunteers and third parties, including mismatching of participants by age, size, skill or experience; slips, trips and falls; defective, uneven, wet or otherwise unsafe indoor or outdoor surfaces, premises and facilities; equipment failure or misuse; weather and environmental conditions; transmission of communicable diseases (including COVID-19 and other viruses); the administration of, or any delay or deficiency in, first aid, emergency response or medical treatment; inadequate or negligent instruction, supervision, coaching or safety precautions; travel to and from the Activities; and **the negligence of the Released Parties, including any failure by either or both Organizations to take reasonable steps to safeguard or protect the Participant or the Parent from these risks.** The Parent acknowledges this list is illustrative and not exhaustive.

INITIAL HERE: _____ *I have read and understood paragraphs 1-2, including that this Agreement covers both Sport For All Canada and Revolution Soccer Canada Ltd.*

3. Assumption of Risk (Parent and Participant). In consideration of the Organizations permitting the Participant to take part in the Activities and the Parent to attend them, the Parent, on behalf of the Parent and the Participant, **freely accepts and voluntarily assumes all of the risks described above, including the risk of injury caused by the negligence of the Released Parties**, whether arising during a session, an event, or any other Activity, at any venue, and whether that Activity is operated by Sport For All Canada, by Revolution Soccer, or by both. The Parent confirms that the Participant is in appropriate physical condition to participate, that the Parent has disclosed to the Organizations any medical condition, injury, allergy or limitation relevant to safe participation, and agrees to promptly disclose any change.

4. RELEASE OF LIABILITY (the Parent's own claims). To the fullest extent permitted by the law of Ontario, the Parent, on behalf of the Parent and the Parent's heirs, spouse, executors, administrators and assigns, hereby **WAIVES, RELEASES AND FOREVER DISCHARGES THE RELEASED PARTIES — INCLUDING EACH OF SPORT FOR ALL CANADA AND REVOLUTION SOCCER CANADA LTD., JOINTLY AND SEVERALLY — from any and all claims, demands, actions, causes of action, damages (direct, indirect, special or consequential), losses, costs and expenses (including legal fees) of any kind (collectively, "Claims") that the Parent has or may in the future have against the Released Parties, arising out of or in any way connected to (a) the Participant's participation in the Activities, (b) the Parent's own attendance at, presence at, participation in or travel to or from the Activities, or (c) any injury to the Participant, including any derivative or dependant claim of the Parent under Part V of the Family Law Act (Ontario) or similar legislation — EVEN WHERE CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT RESCUE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OF ANY OF THE RELEASED PARTIES.** The Parent agrees **not to sue** any of the Released Parties in respect of any released Claim. The Parent understands that this paragraph releases the Parent's own claims and does not, and is not intended to, release any independent claim belonging to the Participant.

INITIAL HERE: _____ *I understand I am giving up my own right to sue both Sport For All Canada and Revolution Soccer Canada Ltd., including for negligence, for both my child's participation and my own attendance (paragraphs 3-4).*

5. PARENT/GUARDIAN INDEMNITY AND HOLD HARMLESS. The Parent agrees to **INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, INCLUDING EACH OF SPORT FOR ALL CANADA AND REVOLUTION SOCCER CANADA LTD., from and against any and all Claims** (including all damages, settlements, judgments, costs and legal fees) that are brought, incurred or paid in connection with the Participant's participation in, or the Parent's attendance at, the Activities, **including (a) any Claim brought by or on behalf of the Participant (whether by the Participant, a litigation guardian, or after the Participant reaches the age of majority), (b) any derivative or dependant Claim by any family**

member of the Participant under Part V of the Family Law Act (Ontario) or similar legislation, and (c) any Claim by any other third party — even where caused by the negligence of any of the Released Parties. This indemnity applies to each Organization separately and is not reduced or exhausted by any claim against, or any recovery from, the other Organization. The Parent acknowledges this indemnity is a material condition of the Organizations accepting the Participant into their programs and events.

INITIAL HERE: _____ I understand and agree to the indemnity in paragraph 5, which applies to both Organizations.

6. No Apportionment Between the Organizations; Independent Benefit. The Parent agrees that it is not necessary to determine which Organization operated, delivered, staffed, supervised, permitted or was responsible for any particular Activity in order for this Agreement to apply. **The waivers, releases, assumption of risk and indemnity in this Agreement apply in full and independently to each of Sport For All Canada and Revolution Soccer Canada Ltd.** Each Organization, and each other Released Party, may rely on and enforce this Agreement in its own right, whether or not it is a signatory. If this Agreement is found unenforceable in respect of one Organization or Released Party, it continues in full force and effect in respect of every other.

7. Limitation of Liability. If, notwithstanding this Agreement, any Released Party is found liable to the Parent for any loss or damage, the Parent agrees that the total aggregate liability of all Released Parties combined shall not exceed the total fees paid by the Parent to the Organizations in the twelve (12) months preceding the event giving rise to the Claim, and that no Released Party shall in any event be liable for indirect, special, consequential or punitive damages. This paragraph applies to the Parent's own claims only and to the fullest extent permitted by law.

8. Rules and Conduct. The Parent agrees that the Participant will comply with the Organizations' rules, coach instructions, facility rules, and Codes of Conduct, and will not participate if injured, ill or impaired. Either Organization may remove any Participant from any Activity, at its sole discretion, for safety or conduct reasons, without refund except as required by law or its published policies.

9. Concussion Acknowledgement (Rowan's Law). The Parent confirms that, as required by Rowan's Law (Concussion Safety), 2018, the Parent (and, where age-appropriate, the Participant) has reviewed the Government of Ontario's Concussion Awareness Resources and the Organizations' Concussion Code of Conduct for the current year, and agrees to be bound by the Organizations' Removal-from-Sport and Return-to-Sport protocols. The Parent understands that if the Participant is suspected of having sustained a concussion the Participant will be immediately removed from the Activity and **must not return until medically cleared by a physician or nurse practitioner.**

INITIAL HERE: _____ I confirm the Rowan's Law concussion acknowledgement (paragraph 9).

10. Medical Treatment and Emergency Authorization. In the event of injury, illness or a medical emergency, the Parent authorizes the Organizations' coaches, staff, contractors and agents to administer or arrange first aid and to call emergency medical services, and consents to the Participant receiving such emergency medical treatment, transport and hospitalization as may be considered necessary by attending medical or emergency personnel. The Parent agrees to be responsible for the cost of any such treatment, ambulance or transport. The Parent releases the Released Parties from any Claim arising from the provision of, or any inability to provide, such first aid or emergency response, to the fullest extent permitted by law.

11. Media Release. The Parent grants each of the Organizations the irrevocable right to photograph and record the Participant during the Activities and to use those images, video and audio for coaching, promotional, marketing, social-media and website purposes, without compensation. The Organizations may share such material with one another for these purposes.

☐ Tick here if you do NOT consent to promotional use of your child's image.

12. Transportation Disclaimer. Neither Organization provides transportation to or from the Activities unless expressly arranged in writing. The Parent is solely responsible for the Participant's transportation, and the Released Parties are not responsible for any loss or injury arising from travel to or from any Activity.

13. Drop-off, Pick-up and Supervision Boundaries. The Organizations supervise Participants only during scheduled Activity times at the designated venue. The Parent is responsible for ensuring the Participant is picked up promptly at the end of each session or event. Supervision responsibility begins and ends at the scheduled start and end times, and neither Organization is responsible for the Participant before or after those times. The Organizations follow the Rule of Two safe-sport standard.

14. Property. The Released Parties are not responsible for any loss of or damage to the Participant's or the Parent's personal property, vehicle or equipment.

15. Information Sharing Between the Organizations. The Parent consents to the Organizations sharing with one another the registration, contact, emergency, medical, incident and participation information provided under this Agreement, to the extent reasonably necessary to deliver the Activities safely, respond to incidents, and administer this Agreement.

16. Term, Renewal and Survival. This Agreement applies to **every program, session and event the Participant attends or the Parent attends, whether run by Sport For All Canada, by Revolution Soccer Canada Ltd., or by both — including memberships and subscriptions, renewals and continuations, trial sessions, drop-in sessions, camps, tournaments and one-time events — at any venue**, unless and until it is replaced by a newer signed version. The Organizations will provide a fresh Agreement for signature at least annually. The releases, assumption of risk, indemnity, limitation of liability, and jurisdiction provisions **survive** the end or termination of the Participant's enrolment, the completion of any Activity, and any change in the relationship between the Organizations.

17. Governing Law and Jurisdiction. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute or lawsuit must be brought solely in the courts of the Province of Ontario, and Ontario substantive law applies without regard to conflict-of-law rules.

18. Severability and Interpretation. This Agreement is intended to be as broad and inclusive as is permitted by the law of Ontario. If any provision (or part of one) is held invalid or unenforceable, that provision is severed (or read down to the widest enforceable scope) and the remainder continues in full force and effect. Each Released Party that is not a signatory is intended to be able to rely on and enforce this Agreement. The headings and warnings are included to draw the signer's attention to the contents and form part of the Agreement.

19. Acknowledgement of Reading and Understanding; Electronic Signature. The Parent acknowledges that the Parent has **read and understood** this Agreement, understands that it covers **two separate organizations**, had adequate time and opportunity to ask questions and to obtain independent legal advice, and is signing it **voluntarily**. The Parent agrees that this Agreement may be signed electronically, that an electronic signature (including typing a name, clicking "I agree," or signing on a device) has the same legal effect as an original ink signature under Ontario's Electronic Commerce Act, 2000, and that a stored electronic copy is admissible evidence of this Agreement.

20. Participant Acknowledgement (where age-appropriate). The Participant acknowledges that the Activities can cause injury, agrees to follow the rules and the coaches' instructions, and agrees to tell a coach right away about any injury or if something feels unsafe.

Participant signature (optional, age-appropriate): _____

SIGNATURE BLOCK

One signature below covers both Sport For All Canada and Revolution Soccer Canada Ltd.

Participant (child) full name: _____

Date of birth: _____

Parent/Guardian full name (print): _____

Relationship to Participant: _____

Parent/Guardian signature: _____

Date: _____

Emergency contact name and phone: _____

☐ *By checking this box and typing my name below, I adopt this as my electronic signature and confirm I have read, understood and agree to the entire Agreement above — in favour of BOTH Sport For All Canada and Revolution Soccer Canada Ltd. — including the release (para. 4), the indemnity (para. 5), the no-apportionment clause (para. 6) and the limitation of liability (para. 7).*

Typed name (e-signature): _____

Date/time stamp (system-generated): _____