



## WAIVER OF LIABILITY AND RELEASE

THIS IS A WAIVER AND RELEASE. PLEASE READ IT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE.

BY SIGNING BELOW, YOU ON YOUR OWN BEHALF AND ON BEHALF OF YOUR MINOR CHILD, ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS WAIVER AND RELEASE AND AGREE WITH ITS TERMS.

THIS WAIVER AND RELEASE USES THE TERM “**RELEASEES**” WHICH IS DEFINED TO INCLUDE THE FOLLOWING: ACADIA UNIVERSITY; SPORT ENTERTAINMENT ATLANTIC; 2322167 ALBERTA LTD.; DBA CANADA YOUTH CUP; T+T EVENTS; AND THE DIRECTORS, OFFICERS, PAST AND PRESENT EMPLOYEES, AGENTS, VOLUNTEERS, ORGANIZERS, COACHES, REFEREES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS OF THE PREVIOUSLY LISTED ENTITIES.

In exchange for my child’s (the “Participant’s”) participation in the Canada Youth Cup soccer tournament (the “Event”), I, the undersigned, being the Participant’s parent/guardian, hereby acknowledge and agree to the following:

I understand that participation in the Event involves inherent risks, including *but not limited*, to risk of physical or psychological injury, pain, suffering, illness (including illness from Covid-19), disfigurement, temporary or permanent paralysis and/or death. I acknowledge and assume all such risks associated with the Participant’s involvement in the Event, including, but not limited to:

- The Risk to my Health and the Participant’s Health: food and beverages, overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including COVID-19 and influenza), bacteria, parasites, or other organisms or mutations thereof.
- The Risks to Me, and to the Participant, from Conduct: the Participant’s conduct and the conduct of other persons, including any and all physical altercation or physical contact between persons.
- The Risks to Me, and to the Participant, from the Premises: including from defective; dangerous or unsafe conditions of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on the field of play or other surfaces; extreme weather conditions; and travel to and from premises.
- The Risks to Me, and to the Participant, from Equipment: including from 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 the Participant’s ability.

I agree to waive ANY AND ALL CLAIMS that I, or the Participant, may have against the **RELEASEES** arising out of, or relating to, the Participant's involvement in the Event, including any claim related to travel loss, including flights, rental cars, accommodations, or any other cost incurred to participate in the Event.

I further agree to indemnify the **RELEASEES** against ANY AND ALL claims, actions, lawsuits, third party actions, damages and judgments, including attorney's fees, arising out of, or relating to, the Participant's involvement in the Event.

I further agree to release the **RELEASEES** from ANY AND ALL liability whatsoever arising out of, or relating to, the Participant's involvement in the Event including any loss, damage, injury, or expense that the Participant or I may suffer due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care.

I acknowledge it is my responsibility to ensure that the Participant and I have adequate medical, personal health, dental, and accident insurance coverage as well as insurance for personal possessions.

I grant permission to the **RELEASEES** to use the Participant's and/or my image in any photograph, motion picture, recording, or any other record of the Event, provided our names are not used to identify myself or the Participant in such records. I further waive all rights, claim, title, or interest I or the Participant may have in any photograph, motion picture, recording, or any other record of the Event and I unconditionally release said rights, claim, title, or interest to the **RELEASEES** to enjoy free of any royalties.

In signing this waiver and release, I have not relied upon any oral or written representations or statements made by the **RELEASEES**, other than what is set forth in this waiver and release.

I am aware that by signing this waiver and release, I am waiving certain legal rights that the Participant and I, our heirs, next of kin, executors, administrators, and assigns may have against the **RELEASEES**.

Name of Participant: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_