



## WAIVER OF LIABILITY

By signing below, you agree to the following terms and conditions pursuant to which Dutch Connections FC Inc., an Ontario corporation. These terms and conditions apply to the Dutch Connections FC Academy named on the Player Registration. By execution of this Participant Agreement, you are acknowledging limiting terms and conditions waiving certain rights at law that otherwise might be available to you.

### **Cancellation Policy:**

We may cancel any Dutch Connections FC Academy session at any time for any reason. We will make commercially reasonable efforts to keep the schedule as it has been published; however, the final schedule may vary due to factors beyond our control. We may in our sole discretion substitute services or goods of similar quality for any services or goods stated in the schedule. If a Dutch Connections FC session or event is cancelled, we will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances.

### **Athletics Release:**

I hereby acknowledge that participating in soccer is a potentially hazardous activity. I agree that the participant is voluntarily entering and assuming all risks associated with participating in these activities, including but not limited to, falls, contact with other participants, the effects of weather including heat and/or humidity and the conditions of the training grounds and facilities - all risks being understood and appreciated by me. Having read this waiver, and knowing these facts, and in consideration of Dutch Connections FC Inc. - acceptance of this application, I hereby waive and release Dutch Connections FC Inc. and its officers, directors, agents, contractors, employees, instructors, trainers, volunteers, members, representatives and all affiliated and related companies from all claims and liabilities of any kind arising out of the participant involvement in soccer playing, practising, or training, while registered as a participant and participating in any and all Dutch Connections FC sanctioned activities, events, practice sessions or social activities at any location (notwithstanding the location where the participant originally registered) all hereafter collectively referred to as Dutch Connections FC Inc.. Activities, including injury, loss or damage which might be caused by the negligence of Dutch Connections FC Inc. The participant acknowledges that they are aware of the possible risks, dangers and hazards associated with participation in Dutch Connections FC's activities, including all manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scrapes, cuts, etc., from executing strenuous and demanding physical techniques, collisions with the wall, floor, ground contact with other participants or equipment used by other participants (including ropes, weights and pads) and failure in proper use of the equipment or techniques either by the participant or other participants; and the possible risk of severe or fatal injury to the participant or others.



The participant acknowledges that the participant risk of injury increases as the participant becomes fatigued. The participant further acknowledges that such risks may be caused by the participant's own actions or inactions, the action or inactions of others participating in Dutch Connections activities, the condition in which the Dutch Connections FC activities take place, or the negligence of Dutch Connections FC Inc. The participant acknowledges that there may be other risks and social and economic losses either not known to the participant or not reasonably foreseeable at this time. I understand that, in case of injury sustained to the registered player that prevents participating in practices, matches and/or extracurricular activities, I agree that Dutch Connections FC is under no obligation to provide alternative activities.

### **Travel Release:**

I acknowledge that certain Dutch Connections FC Activities may take place at a location or locations other than Dutch Connections FC Inc premises. I further acknowledge that:

- (I) during outdoor trips to other locations, extreme changes in weather or temperatures may result in heatstroke, sunstroke, or hypothermia and where applicable remoteness of location can result in poor communications and inability to get rescue or medical assistance quickly or easily;
- (II) in an unfamiliar location, the participant may become lost, get off course or be separated from the rest of the party;
- (III) steep or other dangerous terrain may exist where a fall or other accident may cause injury or death;
- (IV) risks, injuries and/or death that may result from transportation (all modes or types including but not limited to public or private motor vehicle) incidents/accidents; and
- (V) Dutch Connections FC Inc shall not be responsible for any damages or injury caused by or related to the participation of the undersigned or the undersigned minor child (children) in any Dutch Connections FC activity at such location. If a parent(s) of a minor child (children) has any concerns about transportation to or from an off-site location or any off-site Dutch Connections FC activity, such parent shall be permitted to accompany such child (children).



## **General Release:**

In consideration of Dutch Connections FC Inc allowing the participant or the undersigned minor child membership and participation in the Dutch connections FC Activities, the undersigned agrees:

- (I) to waive any and all claims that the undersigned or the participant has or may have in the future against Dutch Connections FC Inc, its officers, directors, agents, contractors, employees, instructors, trainers, volunteers, members and representatives as a result of the undersigned or minor child membership and/or participation in the Dutch Connections FC activities;
- (II) to release, hold harmless and indemnify Dutch Connections FC Inc from any and all liability from any loss, damage, injury or expense that the participant may suffer, or that the participant next of kin may suffer as a result of the participant membership and/or participation in the Dutch Connections FC activities due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act (Ontario), on the part of Dutch Connections FC Inc; and
- (III) to release, indemnify and hold harmless any affiliated Dutch Connections FC Inc companies, partnerships or other persons affiliated with Dutch Connections FC including those persons which own property used for Dutch Connections FC activities (collectively, a Related Third Party), and each of their respective directors, officers, agents, contractors, employees, instructors, trainers, volunteers, members and representatives from any and all claims, demands, actions and costs which might arise out of the participants membership and/or participation in the Dutch Connections FC activities, even though such claims, demands, actions and costs may have been caused by the negligence of such Related Third Party.

## **No Representation re:**

**Medical Qualifications:** I confirm that I have been advised that Dutch Connections FC Inc does not represent that Dutch Connections FC Inc or any employees or contractors have any level of medical training that would provide assistance to an injured person. Moreover, Dutch Connections FC Inc does not maintain medical equipment or apparatus (including but not limited to defibrillators or Epi-pens) which could assist an injured or ill person. In the event that Dutch Connections FC Inc is provided with any medical apparatus by or on behalf of a participant in Dutch Connections FC's activities, Dutch Connections FC Inc makes no representation or warranty that any Dutch Connections FC staff or personnel have the skill or training to operate such medical apparatus appropriately to assist any person or to prevent further injury. I acknowledge that I am solely responsible to select and purchase adequate medical/health and travel insurance. No medical/health or travel insurance will be provided by Dutch Connections FC Inc. In the event of a medical/health or travel related problem, Dutch Connections FC Inc accepts no responsibility for any costs or damages associated with a medical/health or travel related problem nor will Dutch Connections FC Inc pay for any



medical/health or travel related expenses, which may be incurred by my participation in the Dutch Connections FC activities.

**Photography and media:** I hereby authorise Dutch Connections FC to allow the reproduction, dissemination, and/or publication of my name and/or likeness (or those of my minor child) for media coverage, public relations, advertising, marketing or any other Dutch Connections FC Inc promotional or educational purposes. This may be done in conjunction with my participation in any Dutch Connections FC activity, and I understand and agree that I may neither pay a fee to receive individual promotional consideration from my participation in the Dutch Connections FC activities, nor will I receive any payment for the possible commercial use of my name or likeness.

### **Liabilities:**

We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason (1) any act or omission of any of the Suppliers (2) any matter beyond our exclusive control including but not limited to a delay or cancellation of a flight that causes you to miss any portion of the Dutch Connections FC Academy. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at the soccer school locations. We may exclude your child from participating in The Dutch Connections FC Academy if, in our sole discretion, your condition or behaviour renders you unfit for the Dutch Connections FC Academy or unfit for continuation once the Dutch Connections FC soccer Academy has begun. Unfitness may include, without limitation, any behaviour that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Dutch Connections FC's services, or may constitute a hazard or embarrassment. In such a case, our liability shall be strictly limited to a refund of the recoverable cost of any unused portion of the Dutch Connections FC Academy. Should you decide not to participate in certain parts of the Dutch Connections FC Academy or use certain goods included in the Dutch Connections FC Academy, no refunds will be made for those unused parts of the Dutch Connections FC soccer school or goods. You agree to indemnify and hold us harmless from and against any costs, damages, losses, or liabilities arising out of your actions or omissions.



### **General:**

Any dispute related to Dutch Connections FC shall be governed by Ontario law without regard to conflict of laws principles. The federal or provincial courts in Toronto, Ontario shall be the exclusive forum for any lawsuit related to Dutch Connections FC, and you consent to the personal jurisdiction by said courts. You agree to present any claims against us within 30 days after the Dutch Connections FC Academy session ends and to file within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. Facsimile transmission or electronic transmission (such as pdf) of any signed document shall be deemed delivery of an original. At our request, you shall promptly provide an original document as well. If there are any conflicts between this Participant Agreement, the Reservation Form, and the Itinerary, this Participant Agreement shall govern.

### **Special Provisions for Parents or Guardians of Participants:**

I, the undersigned, as parent or guardian, give my consent for the participant, identified herein, to participate in soccer activities during the Academy program. I understand that participation in any soccer event is done at our own risk. I will not hold Dutch Connections FC Inc., its officers, agents, employees, or anyone acting on its behalf, responsible or liable for injury occurring to the named participant in the course of such activities or such travel. I understand and accept that my child will participate in the indoor Ontario sanctioned competitions along with competition games (U9-U19) throughout the duration of this agreement. Dutch Connections FC Inc will complete required accident insurance forms, after which all claims under insurance policy, or policies, for injuries received while participating in the program activities and events, shall be processed by the participant, their parent(s), or guardian(s) through the company handling the participant's insurance claim and not through Dutch Connections FC Inc. I hereby accept financial responsibility for personal items lost by the participant identified herein. I authorise Dutch Connections FC Inc to transport and to obtain, through a physician of its own choice, any emergency medical care that may become reasonably necessary for the participant in the course of such activities/events or such travel. I also agree that the expenses for such transportation and treatment shall not be borne by Dutch Connections FC Inc. I hereby accept that the player in question shall not play for any other soccer club or affiliation, inside or outside of Canada, without the express written consent of Dutch Connections FC Inc. I accept full responsibility and hereby grant permission for the participant to join Dutch Connections FC.