



**MILTON
MAGIC FC**

905-875-4072
info@miltonmagic.com
342 Bronte St. S, Unit #14 Milton, ON L9T 5B7

Informed Consent and Assumption of Risk Agreement

“Developing Players, Connecting Community”

Warning! By signing this document, you will assume certain risk and responsibilities. Please read carefully.

Definitions

- ‘Minor Participant’ shall mean any registrant in any MILTON MAGIC FC program who has not reached the age of
- eighteen (18) years.
- ‘Organizer’ shall mean MILTON MAGIC FC, the Canadian Soccer Association, Ontario Soccer, District Associations,
- Leagues, other Soccer Clubs, and their directors, officers, members, employees, volunteers, officials, participants,
- clubs, agents, sponsors, and suppliers, including the owners/operators of facilities.
- ‘Program’ shall mean any program, game, training session, tournament, festival, event or activity organized
- by the Organizers.
- ‘MILTON MAGIC FC’ and ‘the Club’ shall mean Milton Youth Soccer Club.

Acknowledgement

This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in activities, programs, classes, services provided and events sponsored or organized by Ontario Soccer and its affiliated districts, leagues, clubs and teams (collectively the “Organization”) and the sport of soccer, including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientation or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the “Programs”), the undersigned being the Participant and Participant’s Parent/Guardian (collectively the “Parties”) acknowledges and agrees to the following terms outlined in this agreement:

Please acknowledge that you are either:

- Eighteen (18) years of age or older if you are registering yourself; or,
- Eighteen (18) years of age or older, and the parent / legal guardian of any and all Minor Participants on whose behalf you are registering, and that you possess the legal authority to register such Minor Participants, and that you have obtained the permission of any and all other parents / legal guardians of such Minor Participants to undertake this registration.



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If neither of these descriptions applies to you, you may not proceed with registration.

Consent for Use of Personal Information

Personal Information

When registering, acceptable proof of age must be provided by the player to MILTON MAGIC FC. The burden of proof of age shall rest with the Participant. MILTON MAGIC FC will operate a registration system that will create and maintain a database that shall include and solicit as a minimum the following information on a season-by-season basis:

1. Player's first and last name
2. Player's gender
3. Player's date of birth
4. Player's address
5. Parent/Guardian name and address (for players U18 or younger only)
6. Financial information including credit card information and information related to personal income and finances.

Information Use

When you decide to register for any MILTON MAGIC FC program, MILTON MAGIC FC will use your information to process your registration. We will send you an email to confirm your registration, and we may contact you via phone or email if we have questions. Registration information is used to enable MILTON MAGIC FC to better communicate with its members. Upon registration, you will be automatically subscribed to receive communications about MILTON MAGIC FC and its programs.

Ontario Soccer Registration

A Participant must register with Ontario Soccer prior to participating in any soccer or Futsal programme under the jurisdiction of Ontario Soccer. A Participant is only registered with Ontario Soccer after the applicable data has been entered into Ontario Soccer's registration system (OSCAR).

1. MILTON MAGIC FC will provide player/team official/administrator data to the OSCAR registration system in accordance with the Ontario Soccer requirements.
2. MILTON MAGIC FC will provide team/age group rosters data to the Ontario Soccer registration system in accordance with the Ontario Soccer requirements.
3. MILTON MAGIC FC will obtain and verify the accuracy of all information within a Participant's Ontario Soccer Identification.
4. MILTON MAGIC FC will register competitive/development teams in District Association and/or other Ontario Soccer sanctioned leagues as required.



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5. Unless MILTON MAGIC FC de-registers the player at an earlier date, an outdoor player's registration terminates on December 31 of the outdoor registration year; and an indoor player's registration terminates on May 31 of the indoor registration year.
6. For insurance purposes, no matter that a Participant is no longer assigned to an outdoor or an indoor team or the player is de-registered, the outdoor player's registration is effective until May 31st of the following year, and the indoor player is effective until December 31st of the following year, for the sole purpose of training.

Ontario Soccer Identification

- Except where stipulated in these Governing Documents, Participants shall be issued an "Ontario Soccer REGISTRATION IDENTIFICATION"
- Participants are responsible for having their physical Ontario Soccer REGISTRATION IDENTIFICATION at all games (including league, cup, tournament and exhibition games) for presentation at the request of an ID check.
- Failure to present physical Ontario Soccer REGISTRATION IDENTIFICATION, when requested to do so shall render:
 - the player ineligible to play in that game

Consent

Your provision of personal information to us means that:

- You agree and consent that we may collect, use and disclose your personal information, and that belonging to Your Minor Participant, for the purposes described in this statement;
- You agree and consent that we may share your personal information with the Canadian Soccer Association, Ontario Soccer, and District Associations, and you authorize these organizations to use your personal information for the purpose of receiving communications from them.
- You are authorized to provide us with your personal information, and that belonging to Your Minor Participant. Should you choose not to provide us with required personal information, we may not be able to provide certain programs or services; and
- You acknowledge and consent that MILTON MAGIC FC may retain service providers to perform certain services and that in the event that a service provider is located in the United States or another jurisdiction, personal information may be processed and stored in that jurisdiction, and that foreign courts or law enforcement or regulatory agencies may be able to obtain disclosure of personal information through the laws of those jurisdictions.

Media Release Consent



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You hereby agree and give your permission for Organizers and their partners to record, film, photograph, audiotape or videotape your image and voice, and/or the image and voice of Your Minor Participant (collectively referred to as 'Images') and to use, display, publish, post or distribute Images on Organizers' websites, social media (including Twitter, Instagram and Facebook), television, radio or print media as determined by the Organizers.

You hereby waive any rights to privacy, to approve the use of Images now or in the future, and to any remuneration related to the use of Images. You understand that Images may appear in media outside of the Organizers' control. You agree not to hold Organizers responsible for any harm that may arise from such unauthorized use.

Consent for Medical Treatment

Should you or Your Minor Participant require medical care, you hereby authorize the Organizers to use their best judgment in obtaining such care.

Refund Policy

MILTON MAGIC FC Refund Policy is available in pdf format on the club's website in the "Constitution and Policies" subsection. The link can be found [here](#).

Codes of Conduct

Please read carefully Codes of Conduct that apply to your registration. Codes of Conduct are available in pdf format below:

1. Player Code of Conduct
2. Parent Code of Conduct
3. Code of Conduct to Protect Children

Assumption of Risk Agreement

Description of Risks

The Parties understand and acknowledge that:

- a) The Programs have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
- b) MILTON MAGIC FC may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming.



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- c) MILTON MAGIC FC has a difficult task to ensure safety, and it is not infallible. MILTON MAGIC FC may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and
- d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. MILTON MAGIC FC has put in place preventative measures to reduce the spread of COVID-19; however, MILTON MAGIC FC cannot guarantee that the Participant will not become infected with COVID-19. Further, attending the Programs could increase your risk of contracting COVID-19.

The Participant is participating voluntarily in the Programs. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:

- Contracting COVID-19 or any other contagious disease.
- Executing strenuous and demanding physical techniques.
- Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements.
- Exerting and stretching various muscle groups.
- The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment.
- Spinal cord injuries which may render the Participant permanently paralyzed.
- Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or to the Participant's general health and well-being.
- Abrasions, sprains, strains, fractures, or dislocations.
- Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma.
- Physical contact with other participants, spectators, equipment, and hazards.
- Not wearing appropriate safety or protective equipment, such as a helmet.
- Failure to act safely or within the Participant's ability or within designated areas.
- Grass, turf, and other surfaces including bacterial infections and rashes.
- Collisions with fences, poles, stands, and soccer equipment.
- Negligence of other persons, including other spectators, participants, or employees.
- Weather conditions; and
- Travel to and from competitive events and associated non-competitive events which are an integral part of the Programs.

Terms



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In consideration of MILTON MAGIC FC allowing the Participant to participate in the Programs, the Parties agree:

- a. That the Participant's mental and physical condition is appropriate to participate in the Programs.
- b. That when the Participant practices or trains in his or her own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant.
- c. To comply with the rules and regulations for participation in the Programs.
- d. To comply with the rules of the facility or equipment.
- e. That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of MILTON MAGIC FC representative immediately.
- f. The risks associated with the Programs are increased when the Participant is impaired, and the Participant agrees not to participate if impaired in any way;
- g. That it is their sole responsibility to assess whether any Programs are too difficult for the Participant. By the Participant commencing a Program, they acknowledge and accept the suitability and conditions of the Program.
- h. That they are responsible for the choice of the Participant's protective equipment and the secure fitting of the protective equipment.
- i. That COVID-19 is contagious in nature and the Participant may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability or death and voluntarily agree to assume all of the foregoing risks.

In consideration of MILTON MAGIC FC allowing the Participant to participate, the Parties agree:

- a. That the Parties are not relying on any oral or written statements made by MILTON MAGIC FC or their agents, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Programs; and
- b. That MILTON MAGIC FC is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur because of the Programs.

The Parties agree that if they file a lawsuit against MILTON MAGIC FC, they agree to do so solely in the province of Ontario, Canada and they further agree that the substantive law of Ontario will apply without regard to conflict of law rules.

The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.



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Acceptance

The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representative.

Name of Participant (print) _____

Signature of Participant Date of Birth _____

Name of Parent or Guardian (print) _____

Signature of Parent or Guardian _____

Date _____