



ANB Soccer, Inc. waiver, release and INDEMNIFICATION agreement

THIS AGREEMENT, entered into as of _____, 20___, is for the benefit of ANB Soccer, Inc., an Ontario organization, and the Released Parties (as defined in Paragraph 4 below), and is entered into by the individual participant whose name appears below concerning the Program as described below:

Participant's Name: _____ ("Participant")

Title and Description of Program: ANB Soccer, Inc. training programs and any and all related activities, events or programs (collectively, the "Program"). In consideration of ANB Soccer, Inc. allowing the Participant to participate in the Program, the Participant, individually, and on behalf of any heirs, personal representatives, assigns, family, next of kin, beneficiaries, agents, successors and assigns (hereafter, collectively, "Participant") acknowledge and agree as follows:

- Acknowledgement of Risk.** Participant understands and acknowledges that the Program has inherent risks, hazards and dangers and that participation in the Program may result in ACCIDENT, ILLNESS, PHYSICAL INJURY, DEATH, PROPERTY DAMAGE, or other HARM or DAMAGE. Participant understands and acknowledges that there are inherent or unexpected risks and dangers associated both with the sport of soccer and also otherwise resulting from participation in the Program and the sport of soccer. Participant understands and acknowledges that there may be other risks and dangers involved in participation in the Program of which he or she may not be presently aware or which cannot be predicted or controlled.
- Assumption of Risk and Responsibility.** Notwithstanding and recognizing all of the risks, inherent or otherwise, associated with the Program, Participant HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF ACCIDENT, ILLNESS, PHYSICAL INJURY, DEATH, PROPERTY DAMAGE, and all HARM or DAMAGE (collectively "Injury"), whether known or unknown, arising out of or related to the Program(s) however caused even if caused by the NEGLIGENCE OR CARELESSNESS OF ANB SOCCER, INC., Released Parties, or otherwise, including, without limitation, the risks and inherent or unexpected dangers associated with training for, traveling to/from, competing in and otherwise participating in the sport of soccer. Participant further assumes full responsibility for any Injury resulting from any known or unknown medical or physical condition of Participant.
- Release of ANB SOCCER, INC. duty to Protect Participant.** PARTICIPANT EXPRESSLY RELEASES ANB Soccer, Inc. AND RELEASED PARTIES FROM ANY DUTY TO PROTECT HIM OR HER FROM INJURY OF ANY KIND, and agrees that even if ANB Soccer, Inc. or Released Parties chooses to implement safety procedures, such actions shall not alter the fact that Participant has released ANB Soccer, Inc. and Released Parties from any duty to protect Participant.
- General Release, Waiver, Covenant Not to Sue.** PARTICIPANT EXPRESSLY AND FOREVER GENERALLY RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS AND COVENANTS NOT TO SUE: ANB Soccer, Inc., and all other individuals or entities associated with the Program including, without limitation, coaches, other participants, sponsors, advertisers, volunteers, rescue personnel, consultants, the premises or Program(s), and each of their respective directors, officers, members, coaches, managers, employees, agents, affiliates, volunteers and representatives (collectively "Released Parties"), FROM ANY AND ALL INJURY, LIABILITY, LOSS, DAMAGE, CLAIM OR DEMAND OF ANY KIND ARISING OUT OF OR RELATED TO THE PROGRAM OR PARTICIPANT'S PARTICIPATION IN THE SPORT OF SOCCER AT ANY TIME WHETHER CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OR BREACH OF WARRANTY OF THE RELEASED PARTIES, PARTICIPANTS, THIRD PARTIES OR OTHERWISE ("Claims"). Participant acknowledges and agrees that the aforesaid release is intended to apply to any and all Claims that any Participant may have. Participant covenants not to sue any of the Released Parties in connection with any Claim. Participant agrees that the covenants and undertakings of this release, waiver and covenant not to sue shall be binding upon him or her and any and all heirs, personal representatives, assigns, family, next of kin, beneficiaries, agents, successors and assigns.
- Indemnification.** Participant hereby indemnifies, saves and holds harmless ANB Soccer, Inc. and the Released Parties from any Claim arising out of or related to the Program or Participant's participation in the sport of soccer.
- Scope of General Release, Waiver, and Covenant Not to Sue and Indemnification/Enforceability.** Participant hereby agrees that the general release, waiver of liability, covenant not to sue and indemnification extends to all acts of ANB Soccer, Inc. and the Released Parties including any negligence and is intended to be as broad and inclusive as permitted by law. Participant understands that activities associated with the Program are conducted in multiple locations located in various jurisdictions. It is intended that all terms of this general release, waiver of liability, covenant not to sue and indemnification control despite any particular statute or law that would otherwise protect Participant. Participant understands that portions of this Agreement may be held invalid or unenforceable, but agrees that it is Participant's intent that this Agreement be enforced fully. Participant hereby agrees that if any portion of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full legal force and effect.
- Media Release:** Participant hereby agrees that any photos, videos or other likenesses taken during the participation in any event may be used in promotional, advertising, display, audio-visual, exhibition, editorial or educational media for any legitimate purpose whatsoever, and to use my name in connection therewith if ANB Soccer, Inc. chooses, without payment or other consideration made to me. I hereby waive any right to inspect or approve the finished version incorporating the same.

ACKNOWLEDGEMENT

PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT, HAS READ IT IN ITS ENTIRETY, UNDERSTANDS ITS PURPOSE, MEANING, AND INTENT, AND ACKNOWLEDGES THAT THEY HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE.

Signature of Participant: _____

Signature of Participant's Parent(s) / Guardian(s): _____

BY SIGNING BELOW, PARTICIPANT IS AGREEING THAT HE OR SHE HAS READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS:

Signature of Participant: _____ Date of Birth: _____

Printed Name of Participant: _____

Signature of Participant's Parent(s) / Guardian(s): _____

Printed Name of Participant's Parent(s) / Guardian(s): _____

Date: _____