

## **ATHLETIC TRAINING SERVICE AGREEMENT**

### **CONFIDENTIALITY**

Little Legends Academy and the undersigned parent/guardian, hereinafter shall be referred to individually as a "Party" and collectively as the "Parties".

The Parties agree to maintain the privacy, security and confidentiality of all information, including all personal and related information, transmitted, received through or maintained in connection with the services provided pursuant to this Agreement, in accordance with (i) all applicable statutes and regulations, including without limitation, the applicable requirements of the Personal Information Protection and Electronic Documents Act ("PIPEDA"), and (ii) the protocols, rules, policies and other requirements of Little Legends Academy and any applicable accrediting agencies, licensors and authorities.

### **PHOTO AND VIDEO RELEASE DISCLAIMER**

By participating in Little Legends Academy programs and events, which operate under the trade name Legends Soccer Academy, I hereby grant permission for the recording and photographing of my child during camp activities. I authorize Little Legends Academy also known as Legends Soccer Academy, its assignees and transferees to copyright, use and publish the same in print and electronically. Little Legends Academy reserves the right to use, reproduce, and distribute these recordings and photographs for any lawful purpose, including publicity, illustration, advertising, social media and web content, without any claim or charge whatsoever.

I, the parent/guardian of the child or ward shall not be entitled to any royalty or monetary compensation for the use of child's or ward's image or video by Little Legends Academy and Little Legends Academy agrees not to disclose child's or ward's name or the program location in connection with any recording and photographs taken.

I hereby release and discharge Little Legends Academy and affiliates from any and all claims and demands arising out of or in connection with the use of recordings and photographs, including any and all claims for libel, invasion of privacy or from any expectation of confidentiality.

If you have any concerns or questions regarding the imaging of your child or ward, please do not hesitate to contact us at [info@legendsocceracademy.com](mailto:info@legendsocceracademy.com).

## **REFUND POLICY**

Refunds will be issued in full for cancellations made at least **30 days** prior to the registered start date. Any cancellations within 30 days prior to the registered start date will be subject to **25%** reduction from the total fee (cancellation fee) and any cancellations within **7 days** prior to the registered start date will be subject to a **50%** reduction from the total fee (cancellation fee). Cancellations made on or after the registered start date are non-refundable.

Any participant who must leave camp due to illness (including COVID-19 or exposure to it) or injury will receive no refund, but may receive a camp credit determined by subtracting the deposit from the cost of camp and prorating the remaining sum by the number of sessions missed. Participants who arrive late to camp, leave camp early, or miss any portion of the camp for any reasons other than sickness or injury will receive no refund and no credit.

Any participant found to be in violation of Little Legends Academy's camp rules will be dismissed immediately without refund or credit, and shall be ineligible to attend any of these camps in the future.

Little Legends Academy also known as Legends Soccer Academy, will make every effort to make up for time lost to inclement weather or other unforeseen circumstances on all of our programs. There will be no refunds due to time lost in these situations.

To request a refund or make changes to your camp registration, please contact our customer service team at [info@legendsocceracademy.com](mailto:info@legendsocceracademy.com) with your registration details. Refunds will be processed promptly upon verification.

## **WAIVER & RELEASE OF LIABILITY**

In consideration of my minor child or ward being permitted to participate in Little Legends Academy's (also known as Legends Soccer Academy's) programs and activities, I hereby attest that, after reading this Waiver completely and carefully, I acknowledge that participation in Little Legends Academy's programs and activities by my child/ward is entirely voluntary, and that I understand and agree as follows:

**RELEASE AND INDEMNITY:** In consideration of the acceptance of my child or ward to participate in Little Legends Academy's programs and activities, I agree, on behalf of my child or ward, to assume the risks incidental to such participation (risks may include, among others, muscle injuries, broken bones, concussion), and on behalf of myself, my child or ward, and my child's or ward's heirs, executors and

administrators, hereby waive, release, covenant not to sue, and forever discharge Little Legends Academy of and from all liabilities, claims, actions and causes of action, damages, costs and/or expenses of any nature including, but not limited to, attorney's fees and costs arising out of or in any way connected with the participation of my child or ward in such activity.

I further agree to indemnify and hold Little Legends Academy harmless against any and all such liabilities, claims, actions and causes of action, damages, costs or expenses, including, but not limited to, attorney's fees and costs. I understand that this waiver & release and indemnity agreement includes any claims based on the negligence, action or inaction of any of Little Legends Academy and covers bodily injury (including death) and property damage, whether suffered by my child or ward before, during or after such participation. Little Legends Academy includes: directors, employees, agents, volunteers, independent contractors, representatives, affiliates, successors and assigns of each of the foregoing.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify that my child or ward is physically fit for participation in the event and has the skill level required in conjunction with Little Legends Academy's programs and activities, and I have not been advised otherwise. I agree to notify the camp director and coaching staff of any preexisting medical or psychological conditions. I further authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my child's or ward's behalf, at my cost; however, I acknowledge that Little Legends Academy shall have no duty, obligation, or liability arising out of the provision of, or failure to provide, medical treatment.

**EQUIPMENT AND FACILITIES INSPECTION:** I agree that before my child or ward participates in any activity conducted in conjunction with Little Legends Academy's programs and activities, I understand that I have the right to inspect the camp facility and should I, my child or ward, observe any unsafe equipment and/or field conditions we will immediately advise the camp director and/or coaching staff. I understand that I have the right to refuse to let my child or ward participate in Little Legends Academy's programs and activities until all unsafe conditions observed by me, or my child or ward, have been remedied.

In alignment with standard practice for physical programs and activities, I commit to informing Little Legends Academy, about any medical conditions or factors that may impact my child's participation in specific activities. I understand and accept that Little Legends Academy bears no responsibility for injuries or damages resulting from these medical considerations.

I release Little Legends Academy, including the coach/es and volunteers of all personal liability and potential charges during the offered programs and activities. I will not let my child participate if I do not deem them to be in good health. I for myself, my spouse, and child or ward release and agree to indemnify and hold harmless Little Legends Academy for any and all liabilities incident to my minor child's or ward's presence or participation in these programs and activities, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

**PRE-CAMP HEALTH SCREENING:** In an effort to minimize illness at camp we ask that parents/guardian of child or ward check on the health of your camper daily beginning 7 days prior to camp. The best camp sessions start with healthy campers and this begins at home. By signing this agreement you have acknowledge that you will adhere to the terms below on the first day of camp:

- My child will not have been around anyone with any of the listed symptoms above or diagnosis of COVID-19 in the 7 days before the start of camp.
- My child will have adhered to all provincial guidelines regarding COVID-19

## **LITTLE LEGENDS ACADEMY HEALTH AND SAFETY GUIDELINES**

All participants will be required to abide by the following guidelines in order to prioritize and maintain the health and safety of all participants, parents and staff. Ensuring the health and safety of our players, coaches and staff is our highest priority. Please be aware of these guidelines as they can ensure the safety of all participating.

### **Before You Leave Your House**

- If the participant has a temperature over 100.4 degrees, persistent cough, or other indications of illness, please do not leave your home.
- Please wash your hands with soap and water to ensure safety of players, coaches, and staff.
- There will be no communal water. All players must have their own individual water and clearly mark their name on it.
- Please bring your own equipment. This includes the soccer ball you will be provided with by Little Legends Academy on the first day of camp. Please have your child bring their ball, water, sunscreen and hand sanitizer and some disinfectant wipes so they can sanitize their equipment after camp. Little Legends Academy will provide sanitized extra equipment if needed, subject to availability.

### **Arrival and Check-in**

- The name and contact information for every parent/guardian involved in check-in will be recorded.
- Players should leave their car ready to play upon arrival. Please put on shoes/cleats to avoid having unnecessary belongings in the playing area.
- For safety of the camp and other participants in the camp, additional questions may be asked each day at the check-in. Affirmative answers to any of the questions may prevent players from participating at Little Legends Academy's sole discretion.

### **In-session**

The following expectations may be required of players, coaches and staff at certain locations:

- Equipment will be sanitized before and after each session.
- Masks will not be mandatory for participants, coaches and staff, however the Ontario health rules and regulations will ultimately govern the health and safety measures used and adopted during each program.
- Parents, guardians and family members are restricted from entering the area of play at any time. Families are permitted to observe from outside the area of play, as designated by Little Legends Academy.
- Only coaches, volunteers and staff should touch goals, cones, and other equipment throughout each session.
- If an injury occurs during a session, the immediate health and safety of the injured player will remain a top priority. Care will be taken when addressing small injuries (i.e. handing out Band-Aids, etc.). Parents/guardians will be notified immediately if their assistance is needed with injury care.

Failure to adhere to these rules may result in a request that participants leave the program.

### **Dismissal**

The following expectations may be required of participants, coaches and staff at certain locations:

- Once the session has finished, participants will be directed by the coaches of how and when to depart the field.
- Participants will not be blindly sent into the parking lot to look for their parents/guardians. Parents/guardians are encouraged to remain visible in or near their car and coaches will dismiss players one at a time. We recommend parents stand outside of their vehicles at the end of each session to assist with dismissal procedures.

Please note that regardless of any of the bullet points above being enforced, Little Legends Academy will always ensure that they follow their approved protocol when it comes to player safety at dismissal. Quite often this will be communicated ahead of time for reference in any reminder emails, but if a parent/guardian seeks clarity they should speak to their Camp Director or Coach at drop off.

## **WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK**

In consideration of being allowed to participate in athletic programming, and all related activities and programs at the Little Legends Academy, the undersigned acknowledges, appreciates and agrees that: Participation in said summer camp inherently includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH INHERENT RISKS, both known and unknown, even if ARISING FROM THE NEGLIGENCE OF LITTLE LEGENDS ACADEMY or others, and assume full responsibility for my participation.

I willingly agree to comply with the stated and customary terms and conditions for participation in Little Legends Academy's programs as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

I, the parent or legal guardian for and on behalf of myself and my heirs, executors, administrators, successors, and assigns, hereby forever release, acquit, and discharge and AGREE TO INDEMNIFY AND HOLD HARMLESS LITTLE LEGENDS ACADEMY, their officers, directors, officials, agents, and /or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the programs from any and all causes of action or actions, suits, losses, liability, damages, claims (including but not limited to, negligence, gross negligence, willful or intentional conduct), personal injury damages, medical or hospital bills, property damages, judgments, levies, and executions which the undersigned or his/ her heirs, executors, administrators, successors and assigns may have against Little Legends Academy arising out of my participation in the summer camp programs and activities. I, the parent or legal guardian, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT

FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I UNDERSTAND AND AGREE WITH EACH AND EVERY MATTER STATED HEREIN. I KNOWINGLY AND WILLINGLY CONSENT TO MY CHILD'S PARTICIPATION IN THE DAY CAMP PROGRAM, AND I HEREBY BIND MYSELF AND MY MINOR CHILD TO THE TERMS OF THE WAIVER.

I understand that Little Legends Academy ("Legends Soccer Academy") is following Ontario public health guidelines and that Little Legends Academy will begin offering limited on-field training with specific guidelines. I knowingly and willingly consent to participating in the program, and I agree to follow all guidelines and recommendations to prevent the spread of COVID-19.

I understand and am informed that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. Little Legends Academy cannot guarantee that I or anyone else will not become infected with COVID-19, including my spouse, guests, unborn child, or relatives. Participation in Little Legends Academy's sports programs, related events, or activities, could increase the risk of contracting COVID-19.

By signing this agreement, I ACKNOWLEDGE the contagious nature of COVID-19 and VOLUNTARILY ASSUME THE RISK that I may be exposed to or infected by COVID-19 by participating in Little Legends Academy's athletic sports programs, related events, or activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself, my spouse, guests, unborn child, or relatives. I understand that the risk of becoming exposed to or infected by COVID-19 at Little Legends Academy's athletic sports programs, related events, or activities may result from the actions, omissions, or negligence of myself or others, including, but not limited to, Little Legends Academy's employees, volunteers, and program participants. I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur. Further, I UNDERSTAND AND AGREE that this release includes any claims based on the actions, omissions, or negligence of Little Legends Academy, its employees, agents, volunteers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any of Little Legends Academy's athletic sports programs, related events, or activities.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I

HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for Little Legends Academy and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless Little Legends Academy for any and all liabilities incident to my minor child's/ward's presence or participation in these programs and activities, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

**NOTICE TO THE MINOR CHILD'S PARENT OR LEGAL GUARDIAN  
READ THIS FORM COMPLETELY AND CAREFULLY.**

YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF LITTLE LEGENDS ACADEMY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM LITTLE LEGENDS ACADEMY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND LITTLE LEGENDS ACADEMY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of being afforded the opportunity to participate in Little Legends Academy's programs, I, for and on behalf of myself and my heirs, executors, administrators, successors, and assigns, hereby forever release, acquit, and discharge, and agree to indemnify and hold harmless, Little Legends Academy and its operators, officers, directors, employees, volunteers, contractors, members, partners, agents, sponsors, vendors, invitees and affiliates from any and all causes of action or actions, suits, losses, liability, damages, claims (including but not limited to, negligence, gross negligence, willful or intentional conduct), personal injury damages, medical or



hospital bills, lost wages, property damages, judgments, levies, and executions whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect which the undersigned or his/ her heirs, executors, administrators, successors, and assigns may have, against said released Parties arising out of my participation in the programs and any other Little Legends Academy activities. I understand and agree that the foregoing release is binding and that Little Legends Academy will deny my participation in the program(s) until this release is executed by myself and all terms are hereby accepted. If my child or ward is a minor, I understand and agree with each and every matter stated herein. I knowingly and willingly consent to my child's or ward's participation in the Program, and I hereby bind myself and my minor child or ward to the terms of this Waiver.

### **ENTIRE AGREEMENT; MODIFICATIONS.**

This Agreement constitutes the entire Agreement between the Parties and contains all of the agreements between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof. No change or modification of the Agreement shall be valid unless the same is in writing and signed by both Parties.

### **SEVERABILITY**

The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

### **GOVERNING LAW; VENUE.**

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of CANADA, without regard to conflicts of law principles. Any such action arising hereunder shall be subject to the exclusive jurisdiction of the courts in the Province of Ontario, Canada. By selecting the "I Agree" button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Agree" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Little Legends Academy and its affiliates. You also represent that you are authorized to enter into this Agreement.