## Capital SP - INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(to be executed by parents/guardians of Individuals who are under the age of majority)

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

Individual's Name:		
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- 1. This is a binding legal agreement. Clarify any questions or concerns before signing. As an Individual in activities, programs, classes, services which includes but is not limited to: games, competitions, practices, training, personal training, dry land training, the use of strength training and fitness conditioning equipment, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned being the Individual and Individual's Parent/Guardian (collectively the "Parties") acknowledge and agree to the terms outlined in this agreement.
- 2. I am the individual or Parent/Guardian of the Individual and have full legal responsibility for the decisions of the Individual.

#### **Description of Risks**

- 3. The Parties understand and acknowledge that:
  - a) The Activities 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) Capital SP may offer or promote online programming (such as webinars, remote conferences, and online training) which have different foreseeable and unforeseeable risks than in-person programming;
  - c) Capital SP coaches have a difficult task to ensure safety and may be unaware of the Individual'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. Capital SP has put in place preventative measures to reduce the spread of COVID-19; however, the we cannot guarantee that the Individual will not become infected with COVID-19. Further, attending the Activities could increase your risk of contracting COVID-19.
- 4. The Individual is participating voluntarily in the Activities. 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:
  - a) Contracting COVID-19 or any other contagious disease;
  - b) Executing strenuous and demanding physical techniques;
  - c) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - d) Exerting and stretching various muscle groups;
  - e) Abrasions, sprains, strains, fractures, or dislocations;
  - f) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
  - g) Physical contact with other Individuals, spectators, equipment, and hazards;
  - h) Failure to act safely or within the Individual's ability or within designated areas;
  - i) Grass, turf, and other surfaces including bacterial infections and rashes;
  - j) Collisions with poles, stands, and soccer equipment;
  - k) Negligence of other persons, including other spectators, Individuals, or employees;
  - I) Weather conditions

# \_We have read and agree to be bound by paragraphs 1 to 4

### **Terms**

- 5. In consideration of the Organization allowing the Individual to participate in the Activities, the Parties agree:
  - a) That the Individual's mental and physical condition is appropriate to participate in the Activities;
  - b) That when the Individual practices or train in his or her own space, the Parties are responsible for the Individual's surroundings and the location and equipment that is selected for the Individual;
  - c) To comply with the rules and regulations for participation in the Activities;
  - d) To comply with the rules of the facility or equipment;
  - e) That if the Individual observes an unusual significant hazard or risk, the Individual will remove themselves from participation and bring such to the attention of an Organization representative immediately;
  - f) The risks associated with the Activities are increased when the Individual is impaired, and the Individual agrees not to participate if impaired in any way;
  - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Individual. By the Individual commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
  - h) That they are responsible for the choice of the Individual's protective equipment and the secure fitting of the protective equipment;
  - i) That COVID-19 is contagious in nature and the Individual 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.

# We have read and agree to be bound by paragraphs 5 Acknowledgement

•	derstand it, that they have executed this agreement voluntarily, and that uses, parents, guardians, next of kin, executors, administrators and lega
or personal representatives.	uses, parents, guardians, next of kin, executors, administrators and lega
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Name of Individual (print)	Date of Right of Participant

iame of individual (print)		Date of Birth of Participant
	Date	
lame of Parent or Guardian (print)		Signature of Parent or Guardian