

Please read the content below and sign the bottom of the waiver

CONSENT, WAIVER, ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to be present at and/or participate in any way in the activities, events and programs of Apex Sport Center, and Apex Football Academy (hereafter, collectively "Apex Football Academy"), I, the undersigned, on behalf of myself, any minor listed on the signature page of this Agreement, and each of our respective personal representatives, heirs, next-of-kin, spouse and assigns (collectively, "I", "me" or "my"), acknowledge and agree as follows:

1. There is the potential for significant risk of injury and illness from Apex Football Academy activities including but not limited to playing and practicing in indoor or outdoor soccer/football, observing soccer/football events/practices, soccer/football competitions and tournaments, travel to and from said events practices, competitions and tournaments (Apex Events). While at Apex Events Injuries can range from minor to fatal, whether caused by me or others. While rules, equipment and personal discipline may reduce risks, the risk of serious injury and/or death does exist.
2. I understand that while cleaning procedures may reduce their presence, natural pathogens including but not limited to bacteria, viruses, mold and mildew may be present in the Apex Sports Center or at other locations where Apex Football Academy activities, events and programs may take place, that I may be exposed to same while at the Apex Sports Center or participating in Apex Football Academy related activities and that those natural pathogens may cause me illness or other bodily injury.
3. I KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, related to: a) my presence at Apex Sports Center and/or participation in any Apex Events, whether conducted at the Apex Sports Center or an outside location; and b) my use of any equipment at or belonging to Apex Football Academy, even if arising from the negligence of the Releasees (defined below) or others, and assume full responsibility for my participation and use.
4. I represent that I am capable of participating in Apex Events, and take full responsibility for not exceeding my limits.

5. I willingly agree to comply with the stated and customary terms and conditions for participation in Apex Events and use of Apex Football Academy equipment.

6. If I observe any unusual hazard or at any time feel anything is unsafe, I will immediately stop participating, remove myself from the unsafe area and notify an Apex Football Academy representative or employee as soon as possible.

7. I, for myself and the minor(s) noted below, and on behalf of our respective personal representatives, heirs, next of kin, spouse and assigns, HEREBY KNOWINGLY AND INTENTIONALLY RELEASE, INDEMNIFY AND HOLD HARMLESS APEX SPORTS CENTER AND APEX FOOTBALL ACADEMY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, SHAREHOLDERS AND MEMBERS, EMPLOYEES, OFFICIALS AND AGENTS, AND THE OWNERS AND LESSORS OF PREMISES USED BY APEX FOOTBALL ACADEMY TO CONDUCT ITS ACTIVITIES AND PROGRAMS (“RELEASEES”), AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DEMANDS, LOSSES, DAMAGES (KNOWN OR UNKNOWN AND ECONOMIC OR NON-ECONOMIC) SUITS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES), ARISING OUT OF MY ACCESS TO OR USE OF THE APEX SPORTS CENTER AND FACILITIES, PARTICIPATION IN APEX FOOTBALL ACADEMY PROGRAMS, ACTIVITIES OR EVENTS, AND/OR MY USE OF ANY EQUIPMENT OR OTHER PERSONAL PROPERTY PROVIDED, LOANED OR OTHERWISE MADE AVAILABLE BY, OR ACCESSIBLE FROM, ANY RELEASEES, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

8. I understand that Apex Football Academy does not guarantee the specific trainer or trainers that may be assigned to my sessions or activities, even if I have signed up for a specific trainer. Apex Football Academy will do its best to accommodate trainer requests, but does not guarantee assignments.

9. I consent to Apex Football Academy taking photographs, digital images, video recordings and/or sound recordings in documenting the activities of Apex Football Academy’s programs, events, activities and services. I grant to Apex Football Academy and its affiliates a perpetual, fully-paid up, world-wide license to use the digital images, negatives, prints, motion pictures, video and audio recordings or any other reproduction of the same for Apex Football Academy and its affiliates’ educational and promotional purposes in such forms and on such modes of communication as Apex Football Academy sees fit.

BY SIGNING BELOW I REPRESENT THAT: 1) I HAVE READ AND UNDERSTAND THE TERMS OF THIS CONSENT, WAIVER , ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT; 2) I CERTIFY THAT TO THE EXTENT THAT ANY MINOR IS LISTED BELOW, I AM THE LAWFUL PARENT OR LEGAL GUARDIAN OF THAT MINOR WITH AUTHORITY TO EXECUTE THIS AGREEMENT ON THEIR BEHALF; 3) AND THAT I UNDERSTAND APEX FOOTBALL ACADEMY IS RELYING ON MY CONSENT TO THIS AGREEMENT IN ELECTING TO ALLOW ME OR THE MINOR(S) FOR WHOM I AM A PARENT OR LEGAL GUARDIAN TO USE ITS APEX SPORTS CENTER FACILITY AND/OR PARTICIPATE IN APEX FOOTBALL ACADEMY PROGRAMS, EVENTS OR ACTIVITIES.

Parent/Legal Guardian

Name:

Signature:

Date:

PLAYERS NAME:

PLAYERS DATE OF BIRTH:

PLAYERS SIGNATURE (IF OF LEGAL AGE IN BRITISH COLUMBIA)