INFORMED CONSENT FORM

BATTLE RIVER SOCCER ACADEMY 2024/2025

École Charlie Killam School

RESPECTING THE BATTLE RIVER SCHOOL DIVISION AND

THE STUDENT'S PARTICIPATION IN THE BATTLE RIVER SOCCER ACADEMY SPONSORED BY THE BATTLE RIVER SCHOOL DIVISION

The Battle River Soccer Academy INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT (to be executed by parents/guardians of Student (Child) who is under the age of 18 (majority)).

By signing this document, you will assume certain risks and responsibilities; please read carefully.

You	have	chosen	to	register	your	child						[Stu	iden ⁱ
nam	e] in ti	he Battle	Ri	ver Soco	er Ac	ademy	sponsored	by The	Battle	River	School	Division.	The
Battl	e Rive	er Soccer	Ac	ademy is	an a	Iternati	ive program	sponso	red by	the D	ivision.		

This is a binding legal agreement. Clarify any questions or concerns before signing. As a Student participating in Battle River Soccer Academy activities, programs, classes and events sponsored or organized by **École Charlie Killam School** (collectively the "Organization"), the Battle River Soccer Academy activities can include but are not limited to: events, games, tournaments, practices, training, personal training, dry land training, the use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientations or instructional sessions or lessons, and aerobic and anaerobic condition programs (collectively the "Activities"), the undersigned, being the Student and Student's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this agreement.

I am the Parent/Guardian of the Student and have full legal responsibility for the decisions of the Student.

Parent/Guardian's Name:	

The Battle River Soccer Academy is a combined educational and athletic program. Each Student will receive approximately three (3) hours of soccer instruction per week, with two (2) classes of physical training and/or classroom instruction at Greater Purpose Health and Fitness Camrose, Camrose Community Centre and/or École Charlie Killam School and/or another location within the city of Camrose.

Teaching staff will work to ensure that there is a coordination of a balanced academic and soccer experience. Students will have the opportunity to improve and advance their soccer skills and knowledge of the game.

The field portion of the soccer program is designed to improve skills related to soccer, including basic footwork skills, dribbling, game strategies (offensive and defensive), reading a play and responding, and goalie training. The field sessions will be held at École Charlie Killam School and the Camrose Community Centre located in the City of Camrose. Physical training sessions will be held at École Charlie Killam School and/or Greater Purpose Health and Fitness Camrose, a training facility in the City of Camrose.

For and in consideration of ______ [student name] being accepted in the Battle River Soccer Academy, being operated by The Battle River School Division, located in Camrose, Alberta, and in consideration of the Student being granted permission to use the facilities, during the 2024/2025 school year, the Student, their legal guardians, their personal representatives, heirs, and next of kin, hereby agree, consent to and acknowledge the following:

Please read carefully.

PREREQUISITES AND MEDICAL FITNESS

- 1. The Student meets all the prerequisites required for participation in the Battle River Soccer Academy, including participation both in the field program and physical training program, which will include the use of facilities, fitness equipment, machinery, and related activities.
- 2. The Student and I/we am/are allowing the Student to participate in the Battle River Soccer Academy and all related activities, being aware of any restrictions on the Student's ability to safely participate in the Battle River Soccer Academy, and that I/we have advised the instructors or supervisors in writing of any such medical or physical limitations and do hereby assume responsibility for the participation of the Student in the soccer program and related activities offered by the Division, through the Battle River Soccer Academy.
- 3. The Student and I/we declare the Student to be physically sound and not suffering from any condition, impairment, infirmity, illness, or disability that would prevent the Student's participation in the Battle River Soccer Academy and related activities or the use of the above-described facilities, except as hereinafter stated.

RULES AND REGULATION

- 4. The Student will abide by the rules and regulations imposed on all participants while participating in both Camrose Community Centre and/or Greater Purpose Health and Fitness Camrose training facility, École Charlie Killam School and/or other facilities during the operation of the Battle River Soccer Academy program. The Student recognizes that it is their responsibility to acquaint him/herself with all such rules and regulations and to abide by the same at all times.
- 5. The Student and I/we acknowledge that the failure to use recognized safety equipment or to adhere to the rules and regulations applicable to all the field Activities and the training facility exposes the Student, as a participant, to an increased risk of injury.

DESCRIPTIONS OF RISKS

- 6. The Student 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 that they may be exposed to, which include, but are not limited to:
 - a. Executing strenuous and demanding physical techniques;
 - b. Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - c. Exerting and stretching various muscle groups;
 - d. The failure to properly use any piece of equipment or the mechanical failure of any piece of equipment;
 - e. Spinal cord injuries which may render the Student permanently paralyzed;
 - f. Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Student's body or to the Student's general health and well-being;
 - g. Abrasions, sprains, strains, fractures, or dislocations;
 - h. Privacy breaches, hacking, technology malfunction or damage of the information collected:
 - i. Concussion or other head injuries, including but not limited to closed head injury or blunt head trauma;
 - j. Physical contact with other Students, spectators, equipment, and hazards;
 - k. Not wearing appropriate safety or protective equipment;
 - I. Failure to act safely or within the Student's ability or within designated areas;
 - m. Grass, turf, and other surfaces, including bacterial infections and rashes;
 - n. Collisions with fences, poles, stands, and sporting equipment;
 - o. Negligence of other persons, including other spectators, Students, or employees;
 - p. Extreme weather conditions;
 - q. Travel to and from competitive events and associated non-competitive events, which are an integral part of the Activities.
- 7. 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 and in rare occurrences, permanent disability, paralysis and loss of life;
 - b. The Organization 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;
 - c. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Student's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.
- 8. In consideration of the Organization allowing the Student to participate in the Activities, the Parties agree:
 - a. That the Student's mental and physical condition is appropriate to participate in the Activities;
 - b. That when the Student practices or trains, the Parties are responsible for the Student's surroundings and the location and equipment that is selected for the Student;

- c. To comply with the rules and regulations for participation in the Activities, including the School Physical Activity, Health & Education Resource for Safety (<u>https://myspheres.ca/en/</u>) as enforced by the Teacher responsible in their club/team/cohort;
- d. To a rescheduling of the Activities, should unforeseen circumstances affect the viability of these Activities:
- e. To comply with the rules of the facility or equipment;
- f. That if the Student observes an unusual significant hazard or risk, the Student will remove themselves from participation and bring such to the attention of an Organization representative immediately;
- g. The risks associated with the Activities are increased when the Student's abilities are compromised for any reason, including, but not limited to, fatigue, muscle strain, compromised vision, and minor injury, and the Student agrees not to participate if impaired in any way;
- h. That it is the Student's sole responsibility to assess whether any Activities are too difficult for the Student. By the Student commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
- i. That the Parties acknowledge that they have considered and disclosed to the School Board all physical or mental health conditions, allergies, intolerances, and any other risks associated with these conditions that could potentially affect the Student's ability to safely participate in the Activities. Permission for the Student to participate in the Activities is therefore based upon belief that the Student does not have any intolerances, allergies, or health conditions that have not been disclosed and could affect the Student's ability to safely participate in the Activities.
- 9. In consideration of the Organization allowing the Student to participate, the Parties agree:
 - a. That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in a brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and
 - b. That the Organization is not responsible or liable for any damage to the Student's vehicle, property, or equipment that may occur as a result of the Activities.

INSURANCE

10. Basic blanket accident insurance is purchased annually by the Division to cover all students who are permanent residents of Canada. Enhanced student accident insurance is available to all students on a voluntary "parents to pay" basis

SUPERVISION

- 11. Field sessions will be led by teacher Kathryn Andrukow and instructor Roger Torres.
- 12. A ratio of sixteen students per one supervisor will be maintained.

TRANSPORTATION

13. Parents/guardians will be responsible for the transport of their child to all sessions that start before regular school time. A bus will be provided for all other travel.

FIELD TRAINING

14. All field sessions will be held at École Charlie Killam School and the Camrose Community Centre under the supervision and coordination of Division teaching staff. Professional staff will be utilized where appropriate to teach and assist with the introduction or practicing particular skills.

EQUIPMENT

- 15. I/we will be responsible to ensure that the Student has all recommended soccer equipment, including indoor and outdoor shoes, as well as shin guards and socks and that all such equipment meets any minimum recommended standards, including Canadian Standards Association standards. Students who do not wear all required protective clothing will not be permitted to participate in field sessions.
- 16. I/we will be responsible for:
 - a. providing at my/our cost (except for any uniforms, training or competition uniforms provided by the Division) all recommended soccer equipment and accessories required for the Student's participation in the Battle River Soccer Academy;
 - b. ensuring that all equipment and accessories provided by me/us or the Student shall be approved by the Canadian Standards Association or shall meet such other standard as may, from time to time, be approved by the Division;
 - c. paying the cost of keeping the Student's equipment in good condition and repair and
 - d. paying the cost of replacing the Student's equipment when reasonably required or promptly when notified to do so by the Division.

MEDICAL EMERGENCY

- 17. I/we agree that the Division may, through its teachers/chaperones, agents, employees or contractors, secure such medical advice and services as it, in its sole discretion, may deem necessary for the health and safety of the Student in the event of an emergency, and I/we shall be financially responsible for the provision of such emergency services.
- 18. Emergency contacts for the Student during field times and use of the training facilities are:

Parent: Please specify your name, phone number, and email.

Name (Print)	Contact Number
Name (Print)	Contact Number
 Email	

CANCELLATION

- 19. I/we acknowledge and agree that the Student's approval for participation in the Battle River Soccer Academy may terminate in the event of any of the following:
 - a. if there is an insufficient number of students enrolled in the Battle River Soccer Academy prior to the commencement date:
 - if at any time during the duration of the Battle River Soccer Academy, there are an insufficient number of students continuing to be enrolled in the Battle River Soccer Academy;
 - c. if the Division is unable to engage a sufficient number of suitable instructors;
 - d. if the Division is unable to gain access to a suitable field and/or fitness facility under which the Battle River Soccer Academy services can be provided;
 - e. if École Charlie Killam School or Camrose Community Centre is damaged or destroyed by fire or other casualty:
 - f. if the Division is directed by its Board of Trustees or by Alberta Education to cease operation of the Battle River Soccer Academy;
 - g. if there is any adverse material change in the basis on which Alberta Education provides funding or in the amount of funding provided by Alberta Education for École Charlie Killam School or the Battle River Soccer Academy;
 - h. if the Student fails to exhibit the basic skills and competency standards as established by the Battle River Soccer Academy from time to time;
 - i. if, there are too many applicants for the Battle River Soccer Academy, the Battle River Soccer Academy, in its absolute discretion, determines that the Student should not be included in the Battle River Soccer Academy;
 - j. if I/we fail to pay when due, or on the Division's reasonable demand, the fees or any other amounts payable by me/us pursuant to this agreement or if I/we fail to observe, perform or comply with any other terms or provisions of this agreement; or
 - k. if the Student breaches or fails to observe any Division or Battle River Soccer Academy policy or any of their requirements, rules, regulations or code of conduct (consistent with the École Charlie Killam School code of conduct) as may be amended from time to time by the Division or the Battle River Soccer Academy.
- 20. I/we agree that what facts or circumstances or what combination of facts or circumstances are sufficient to give rise to the occurrence of any of the foregoing events shall be determined solely at the discretion of the Division, and such determination shall be final and binding on me/us and the Student.
- 21. I/we acknowledge and agree that in the event of termination of the Student's participation in the Battle River Soccer Academy, and provided such termination is not due to any event described above; the Battle River School Division shall refund to me/us or to such other person as may be lawfully entitled thereto such amount of the paid fees as the Division determines proper in the circumstances.

FEES

22. I/we acknowledge that there is a monthly fee for my/our child's participation in the Battle River Soccer Academy in the amount of **ONE HUNDRED TWENTY DOLLARS (\$120.00)** for the months of **February, March, April, May, and June**. I/we agree to make a payment

to the Board on a monthly basis with five (5) post-dated cheques or one lump sum. <u>I/we understand that if I/we fall two (2) months behind in payments, my/our child will not be able to continue in the Battle River Soccer Academy.</u>

GUARDIAN'S AUTHORITY

23. By executing this agreement, I/we represent and warrant to the Division and acknowledge that the Division is relying on the truth and accuracy of this representation and warranty, that I/we am/are the legal guardian(s) of the Student and have the authority to sign this agreement. Upon the Division's request, I/we shall provide to the Division such documentation as the Division may require to verify the truth and accuracy of this representation and warranty.

GENERAL

24. 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.

ACKNOWLEDGEMENT

have ex themsel	kecuted this Agreem lves, their heirs, t	nat they have read this Agreement a nent voluntarily, and that this Agreer heir spouses, parents, guardians, personal representatives.	ment is to be binding upon		
Name of Stude	ent (print)	Signature of Student (For students 18 years of age or older)	Date (M/D/Y)		
Name of Parer	nt/Guardian (print)	Signature of Parent/Guardian (For students under 18 years older)	Date (M/D/Y)		

The information collected on this form is being collected pursuant to the Education Act (Student Record Regulation), the Freedom of Information and Protection of Privacy (FOIP) Act. Information acquired through this form is kept secure and access is restricted. If you have any questions regarding the collection or use of this information, please contact your school principal or the Battle River School Division's FOIP Coordinator, 780-672-6131.