

CHALLENGER SPORTS™

In consideration of my minor child or ward being permitted to participate in the Event and activities referenced above (collectively, the "Event"), I hereby attest that, after reading this Sports Event Participation Waiver completely and carefully, I acknowledge that participation in the Event by my child 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 the Event, 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 and my child's or ward's heirs, executors and administrators, hereby waive, release, covenant not to sue, and forever discharge the Releasees defined below 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 each of the Releasees 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 and release and indemnity agreement includes any claims based on the negligence, action or inaction of any of the above Releasees and covers bodily injury (including death) and property damage, whether suffered by my child or ward before, during or after such participation. The Releasees are: Challenger Sports, Sports Management Group, SoccerPlus, Post To Post, Chicago Red Stars, TopYa! and officers, directors, employees, agents, volunteers, independent contractors, representatives, affiliates, successors and assigns of each of the foregoing. I understand that by signing up that I am acknowledging that the phone number I provide might be added to a list for SMS marketing on programs, merch or services from the aforementioned Releasees and any of their recognized partners. I understand that any SMS I receive will include an opt out option the first time I receive it.

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 the Event, and I have not been advised otherwise. I agree to notify the 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 the Releasees 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 the Event, I understand that I have the right to inspect the camp facility and should I, my child or ward, observe any unsafe field conditions we will immediately advise the camp director. I understand that I have the right to refuse to let my child or ward participate in the Event until all unsafe conditions observed by me, or my child or ward, have been remedied.

VIRTUAL TRAINING AUTHORIZATION: Everything listed in this disclaimer also covers the Releasees in terms of their virtual training platform/s. I acknowledge that the Releasees shall have no duty, obligation, or liability arising out of any physical injury or any damage sustained or caused by me, my child or anyone in the vicinity of any virtual session. I also acknowledge that, provided they are carried out by the releasees, I will not be able to make any claim as regards an invasion of my family's privacy during virtual training programs due to the online training policy they have adopted, which is outlined in their [FAQ document](#). By agreeing to the terms of this waiver I am also acknowledging that I have read through and accepted the terms of said [FAQ document](#), whilst agreeing that the responsibility is mine to ensure that my child and whichever adult in his/her presence has followed our recommended guidelines on a safe virtual training environment. This FAQ document is part of the release and indemnity agreement and by signing the agreement I am acknowledging that I have read the content in its entirety and that I accept the terms and conditions of the document.

As with a physical session, I will also inform the Releasees of any medical reasons or factors that may contribute towards my child's ability to participate in certain physical activities, and will not hold them liable or responsible for injuries or damages which are caused or exacerbated by said medical reasons or factors.

I have noted that, much like on a physical program, occasionally someone may briefly join or attempt to join the call who is not an authorized participant. I appreciate that the releasees are taking every effort within the guidelines its Child Protection Policy

(contained within their [FAQ document](#)) to prevent this from happening, but should unauthorized access occur, the releasees shall not be held liable or responsible for any comments or actions of this unpermitted/unauthorized individual.

I release the coach/es of all personal liability and potential charges during these virtual training sessions. 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/ward release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, 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 you 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 waiver you are acknowledging 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 COVID19 in the 7 days before the start of camp.
- My child will have adhered to our state's guidelines regarding COVID19

CHALLENGER SPORTS HEALTH AND SAFETY GUIDELINES

By signing this waiver I acknowledge that I have read through these guidelines:

Challenger Sports has created a detailed document of health and safety guidelines to implement at all Challenger Sports in-person youth programs. 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.

Health & Safety Guideline Contents: 1. Arrival 2. In-Session 3. Dismissal

ARRIVAL 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.

1.1 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 Challenger 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 ball after camp. Challenger Sports will provide sanitized extra equipment if needed, subject to availability.
- Please avoid carpooling with other participants from other households, if possible.

1.2 ARRIVAL AND CHECK-IN

Please note that due to COVID-19 we introduced a lot of these procedures as mandatory in 2020. Depending on the Challenger Sports/Local County guidelines it may be deemed necessary to continue to implement these today. This will vary from location to location on our in person programs. Please use the contact us section on our website if you want further information.

- Check-in procedures will be conducted every day of the program.
- All Challenger Sports staff will be wearing masks if deemed necessary by Challenger Sports/Local County guidelines upon arrival, dismissal and at certain times during camps.

- Having only one parent or guardian present per family is recommended during check-in.
- The name and contact information for every parent/guardian involved in check-in will be recorded.
- If deemed necessary by Challenger Sports/Local County guidelines, we will ask you to please maintain a six-foot distance from the family in front of and behind you while waiting to check-in.
- Masks are not mandatory for participants but may be highly recommended depending upon Local County guidelines.
- After check-in, if deemed necessary by Challenger Sports/Local County guidelines, players may be given a personal area for their gear and may be asked to sanitize their hands before heading to their designated area to warm-up.
- Players should leave their car ready to play upon arrival. Please put on shoes/cleats to avoid having unnecessary belongings in the playing area.

Additional questions that participants may be asked each day at check-in:

1. Do you feel sick? If yes, what symptoms do you have:

- Fever
- Headache
- General aches/pains
- Fatigue, weakness
- Extreme exhaustion
- Stuffy nose
- Sneezing
- Sore throat
- Dry cough
- Shortness of breath
- Diarrhea
- Dizziness
- Nausea
- Upset stomach
- Vomiting
- Difficulty breathing
- Runny nose

2. Have you had a fever over 100.4 degrees in the last 48 hours?

3. Have you or a member of your household traveled within the last 14 days?

4. Have you come into contact with anyone who has tested positive for or is experiencing symptoms of COVID-19?

Affirmative answers to any of the questions above may prevent players from participating, at Challenger Sports sole discretion.

2.IN-SESSION- The following expectations **may be** required of players, coaches and staff at certain locations:

- Social distancing may be enforced; players must maintain a distance of at least six feet apart throughout each session. Group sizes will follow your local State and local health authority guidelines.
- There will be no physical interaction between players or coaches at any time. This includes 1v1 exercises, rondos, and scrimmages (This may vary according to local health guidelines).
- If deemed necessary by Challenger Sports/Local County guidelines, each individual will have a personal playing area to work in and a designated spot for their belongings; each of which will be at least six feet away from other participants.
- Equipment will be sanitized before and after each session.
- Masks are not mandatory for participants but are highly recommended and the rules of the state or province will ultimately be the ones we adhere to.
- Coaches will wear masks when needed during practices but will maintain social distancing guidelines during each practice and the rules of the state or province will ultimately be the ones we adhere to.
- Sanitation breaks will be required during every water break.

- No handshakes, fist bumps, or group celebrations. No huddles or small group gatherings will be permitted.
- 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 Challenger Sports, as long as they maintain social distance from other observers. Parents are strongly encouraged to remain in their vehicles for the duration of each session.
- Only coaches should touch goals, cones, and other equipment throughout each session. Pinnies will not be used during these sessions.
- 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 will be notified immediately if their assistance is needed with injury care.
- Failure to adhere to these rules may result in a request that you leave the program.

3. DISMISSAL- The following expectations **may be** required of players, coaches and staff at certain locations:

- Once the session has finished, players will be directed by the coaches of how and when to depart the field.
- Players will not be blindly sent into the parking lot to look for their parents. Parents are encouraged to remain visible in or near their car and coaches will dismiss players one at a time to maintain social distancing. We recommend parents stand outside of their vehicles, while maintaining social distancing from others, at the end of each session to assist with dismissal procedures. A site supervisor will assist throughout the process.
- Upon exiting the field, players must stop at designated sanitation stations to wash and disinfect their hands.
- Players should go directly to their car upon using the sanitation station.
- Please note that regardless of any of the bullet points above being enforced that the releases 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 seeks clarity they should speak to their Camp Director or Coach at drop off.

COVID-19 WAIVER

These terms and conditions were incorporated into this general liability agreement as of June 2nd, 2020.

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

All CDC guidelines and distancing protocols have been implemented for the safety of all players, and coaching staff. In consideration of being allowed to participate in one of our camp programs and related events, the undersigned acknowledges, appreciates, and agrees to the following. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,

1. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation.
2. I willingly agree to comply with the stated and customary terms and conditions for participation 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.
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Releasees, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (RELEASEES), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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 IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

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 all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

PUBLICITY RIGHTS: Photographs and video supplied by parents or staff may be used in Challenger brochures and on the Challenger websites. There will be no monetary compensation for any image or video used by Challenger. Challenger agrees not to mention the child's name, the host organization or the program location. If you object to any image of your child that appears on any Challenger website or social media platform, please contact us and we will be happy to remove them.

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 RELEASEES USE 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 RELEASEES 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 RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Refund Protection Policy

From November 18th, 2022 please note the following policies:

On all week-long summer camps the Releasees will offer a refund protection option during checkout that covers anyone in the result of injury/illness. This includes residential camps. The terms and conditions of that refund protection policy will be communicated separately and are also listed below.

We will use the same policy as above on our year-round Club Partner and Programs (previously referred to as "Academy"). These cover but are not limited to TinyTykes, Next Level Training, Next Level Skills Leagues, Holiday Programs, After School Programs and Futsal Programs.

The Releasees reserve the right to withhold this refund protection option on specific programs on a case by case basis. If the option is not present during online check in then it is not available to the parent and cannot be purchased. It also will not be offered retrospectively.

If a parent does not opt into this policy during checkout then unfortunately no refund will be offered in the event of injury/illness.

Terms of Refund Protection Policy-

1. A parent in most cases can opt in to this refund protection policy during checkout and will be charged 7% per program.
2. The opt in opportunity applies to each program you sign up, including any bonus sessions (eg. Overtime)
3. This is the only way to opt in and it is only available during online checkout.
4. If you have purchased this option and your child has an injury/illness then you can contact our customer service department to speak to someone about making a refund claim. Be prepared to show proof of injury/illness and please note again that injury/illness are the only situations covered. Any other reason for cancellation is not covered by this policy (see options below if this pertains to you).
 - a. Call: 1-800-878-2167 ext 280
 - b. Email: info@challengersports.com
5. The standard of proof that we will ask for is to provide a note from a medical provider, as well as providing a signed statement from a parent or legal guardian confirming that this note is genuine and based upon the opinion of a medical professional*. If you are able to satisfy these 2 requirements then a full refund will be issued. Our senior management team will make the final decision on any disputed claims.

Cancellations by a parent if the refund protection policy is declined, not available or due to any other reason outside of injury/illness will be handled as follow:

If a customer cancels their weeklong day camp* at least 30 days prior to the start of camp then they will be eligible to claim Account Credit. A refund will not be issued. No Account Credit will be available if they cancel within 30 days of camp. *See exceptions below for our Elite Camps.

On our year-round Club Partner and Programs (previously referred to as "Academy") the same terms will apply as on our weeklong day camps above, the only exception is that Account Credit is still available for anyone who cancels up to 14 days before the start date of their program.

On our Elite residential camps (which typically run Sunday- Thursday), a \$250 deposit is required at the time of registration. The remainder of fees will be collected via recurring payments until the balance is paid off. Any registration canceled more than 30 days before the camp start date will be entitled to a refund of all monies up to but not including the deposit amount. Any registration canceled within 30 days of the camp start date will not be eligible for a refund of any kind, but instead will receive a credit to their account valid for a period of one year, minus the deposit fee.

On our Elite day camps, a \$100 deposit is required at the time of registration. The remainder of fees will be collected via recurring payments until the balance is paid off. Any registration canceled more than 30 days before the camp start date will be entitled to a refund of all monies up to but not including the deposit amount. Any registration canceled within 30 days of the camp start date will not be eligible for a refund of any kind, but instead will receive a credit to their account valid for a period of one year, minus the deposit fee.

Cancellations initiated by the Releasees will entitle all registered participants to a full refund, minus any merchandise purchased and already sent out. This refund will not include any processing fees incurred during online checkout.

As regards Elite Camps, any student 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. Students who arrive late to camp, leave camp early, or miss any portion of the camp for reasons other than sickness or injury will receive no refund and no credit. Any student found to be in violation of our camp rules will be dismissed immediately without refund or credit, and ineligible to attend any of these camps in the future.

The Releasees will make every effort to make up for time lost to bad weather, wildfires or other acts of God on all of our programs. There will be no refunds due to time lost in these situations. They will also from August 2021 onwards adhere to their own [Air Quality](#)

[and Excessive Heat Policy Guidelines](#). These guidelines also include a reference as to when programs will or will not continue due to Air Quality. There will be no refunds due to time lost in these situations.

From 2022 the Releasees are classifying any participant restrictions due to COVID-19 as falling under the "injury/illness" category and any refund protection (if purchased) claims will follow the guidelines stated above.

As regards any virtual program or offering, whether live or on demand, special consideration for any refund claim may be given in those circumstances due to technical difficulties outside of the customer's control, but each case will be considered on its own merits.

Please note the policies above covers registrations made through the Releasees' registration platform (Configio/Community Brands). If you have registered through an external group using their registration system or by any other method then you would be bound by their terms and conditions first and foremost.

Note any refunds will not include any processing fees incurred during online checkout.

Donations are also non-refundable.

If you need to cancel or make changes to your camp registration, please go to the CONTACT US page on our website and complete the online request form.

This Agreement shall be binding upon me, my child or ward, and my and my child's or ward's heirs, executors and administrators, and assigns.

I certify I am 18 years of age or older and that I am entering into this Agreement as the Parent or Legal Guardian for a minor that is under 18 years of age.

Electronic Signature Agreement. By selecting the "I Accept" 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 Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, 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 (Challenger Sports and its affiliates). You also represent that you are authorized to enter into this Agreement.