**2023 MOUNT ELIZA SOCCER CLUB EVENT**

(MESC Cup)

**DEED FOR RELEASE OF LIABILITY**

In consideration of the acceptance of my child’s membership and/or my child’s participation (hereafter referred to as the **child, children** and /or the **participant**) in events with the Mount Eliza Soccer Club (incorporation number A0051451H)(hereafter referred to as the **Club**); I agree to be bound by and observe the following (as amended from time to time) as such applies to me as a parent or guardian of a child who is a registered participant or as the participant:

1. the Club’s Constitution.
2. the Laws of the Game.
3. the Statutes and Regulations and those of the By-Laws expressed to apply to or in relation to Members.
4. the Statutes and Regulations and the constitutions and by-laws of Football Federation Australia (FFA) and Football Victoria (FV);
5. the FV Codes of Behaviour and Rules of Competition; and
6. the FFA Code of Conduct.

**Parents, Guardians and Children acknowledge and agree:**

1. Soccer (training and games) is a contact sport, and they assume all risks associated with participation in this sport, including but not limited to falls, contact with other participants and equipment, the effects of weather, the playing conditions of the pitch and surrounds, and other reasonable risk conditions associated with the sport. Accordingly, parents, guardians and children forever release and discharge the Club from liability of any kind whatsoever which occurs to any of them arising out of any injury, loss or damage suffered as a result of any player participating in any Club sanctioned “MESC tournament” training or game.
2. The Club is not responsible for ambulance fees should there be a need to call upon one and the parent and/or guardian accepts that they are fully liable for any such costs.  Whilst the Club will use its best endeavours to administer basic first aid to the degree of capability of any persons on hand the Club expressly states that it does not have medically trained personnel on hand on match days. By signing this form, the parent and/or guardian gives consent for their child/children listed on this form to receive medical attention (if required) by medical emergency personnel (i.e. ambulance, nurses, doctors and others).
3. In some age groups it will be necessary for the Club to grade participants according to their ability; this is for the benefit of the participants and allows them to compete against teams of similar abilities.
4. Parents and guardians will be asked to support the Club by assisting with tasks throughout the season.  This may include assisting their children’s coach on training and match days, helping with the BBQ and canteen, setup or pack up of playing pitches, and providing oranges for the participants at half time. These duties will be advised to parents and guardians on a roster developed and distributed by the Club and/or Team Managers as appropriate.
5. Contact details of parents and guardians of all participants will be supplied to the Coach / Team Manager only.
6. Parents, guardians and children agree to conduct themselves in a manner that will not bring this Club or the game of soccer into disrepute.

**Accident Waiver and Release of Liability**

The parent or guardian signing this form HEREBY WARRANTS AND REPRESENTS THAT THEY ASSUME ALL OF THE RISKS AND LIABILITY ASSOCIATED WITH THEIR CHILD/CHILDREN PARTICIPATING IN AND/OR ATTENDING THE 2021 MESC Shield or MESC Cup EVENTS and agrees to forever release and discharge the **Club** from any liability whatsoever arising from their child’s/children/s participation in the MESC Shield or MESC Cup (the **Event**)including but not limited to injury of any kind whatsoever whether arising from any act, omission, negligence, carelessness or otherwise from those authorised (or not) by the Club to assist in the Event and/or by virtue of dangerous or defective equipment or property owned, maintained, or controlled by the **Club**, or due to the playing conditions being at fault.

The parent or guardian signing this form warrants and represents:

1. Their child/children are physically fit and there are no health-related reasons or problems, which preclude their participation in the Event.
2. They acknowledge and agree that this Accident Waiver and Release of Liability Form will be relied upon by the Club, their sponsors and others associated with the Event as stated herein.
3. Training for and the Event itself will test your child’s/children/ss physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration.
4. I understand that at this Event or related activities, my child/children may be photographed or videoed. I agree to allow such photo, video, or film likeness to be used for any legitimate purpose by the Club, producers, sponsors, organizers, and assigns.
5. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I WARRANT AND REPRESENT THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

**SIGNED AS A DEED.**

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| **Signed** by PARENT or GUARDIAN |  |  |
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|  |  |  |
| Signature of Parent/Guardian |  | Name of PLAYER |
|  |  |  |
| Name of Parent/Guardian (print) |  | Age group |
|  |  |  |
| Date |  | Team name |