## **WCWAA** Waiver

We agree to return any equipment issued to our child in as good a condition as when received from normal wear and tear and to bear cost of All Star uniform if selected and a uniform provided.

We will furnish a certified birth certificate for the child when needed. We give our permission for our child to play regular games with the team and agree to pay the family membership fee yearly. We understand that insurance coverage will be in addition to our insurance and will pay for coverage after our insurance has been exhausted.

We the parent(s) or guardian(s) of the above candidate for a position on a team, hereby give our approval for their participation in any and all activities. We assume all risks and hazards incidental to such participation, including transportation to and from the activities; and we do hereby waive, release, indemnify, and agree to hold harmless the Wesley Chapel-Weddington Athletic Association, the organizers, sponsors, supervisors, participants, and persons transporting our child to or from the activities from any claim arising from an injury to our child, except to the extent and the amount covered by accident or liability insurance.

When a child participates in a WCWAA sport, a picture or pictures may be taken in which his/her image appears in an identifiable form. I give my permission for this image to be used on the WCWAA website (www.wcwaa.org or www.wcwaasoccer.org) or in other printed WCWAA material. I reserve the right to ask that this image be removed at a later time if I require it.

We have read and understand the above and agree by accepting below.

## **WCWAA Sports Code of Ethics**

I hereby pledge to provide positive support, care, and encouragement for everyone involved in youth sports by following the Code of Ethics.

## **PARENTS**

I will encourage good sportsmanship from fellow players, coaches, parents, officials, and spectators at every game, practice, and tournament.

I will refrain from making derogatory remarks or using foul language to or about the officials, coaches, parents, players, or spectators from either team.

I will place the emotional and physical well-being of my child ahead of any personal desire to win.

I will respect any decisions and calls made by coaches and officials and will refrain from coaching my child from the sidelines during a game.

I will demand a drug, alcohol, and tobacco-free sports environment for my child and will refraining from their use at all WCWAA sponsored events, games, and practices.

I will remember that the game is for the players and not for the parents. I will do my very best to make youth sports fun for my child.

I will ask my child to treat ALL players, coaches, fans and officials with respect regardless of race, gender, creed or ability.

I will insist that my child play in a safe and healthy environment.

I understand that it is now a Class 1 misdemeanor to verbally abuse or touch and umpire or referee. If ejected from a game by an official for improper actions, I will be asked to the leave the facility that day and will be suspended for the next scheduled game.

#### **PLAYERS**

I will encourage good sportsmanship from fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will remember that sports participation is an opportunity to learn and have FUN. I will alert my parents and coaches if it stops being fun.

I will be on time for every practice and game that I can, and will notify my coach in advance if I cannot.

I will do my very best to listen and learn from my coaches.

I will play by the rules of the sport, demonstrating and encouraging good sportsmanship both in victory and in defeat.

I will never argue with or complain about a referee's calls or decision.

I will treat my coaches, other players, officials and fans with respect regardless of race, gender, creed or abilities.

I will not provide, use, or condone the use of drugs, alcohol, or tobacco products.

I will encourage my parents to be involved with my team in some capacity because it's important to me.

I will expect a fair amount of playing time.

I will do my very best in school.

## **COACHES**

I will encourage good sportsmanship from players, fellow coaches, officials, and parents at every game and practice by demonstrating good sportsmanship.

I will place the emotional and physical well being of my players ahead of my personal desire to win.

I will do my best to provide a safe playing situation for my players.

I will refrain from making derogatory remarks or using foul language to or about umpires, referees, coaches, parents, players, and spectators from both sides of the team.

I will make sure my players and parents treat other players, parents, spectators, umpires, coaches, and referees with respect regardless of race, sex, creed, or playing ability.

I will remember that in recreational sports everyone plays as much as is possible.

I will remember that I am a youth sports coach, and that the game is for the children, not adults.

I will be knowledgeable of the rules and I will teach these rules to my players.

I will refrain from the use of drugs, alcohol, and tobacco products at all WCWAA sponsored events, games, and practices.

I understand that intimidating actions with children, parents, spectators, referees, or umpires will not be tolerated.

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# **No Refunds Policy**

I understand that WCWAA does not issue refunds except in limited situations at the discretion of the sport commissioner. All refund decisions made by the sport commissioners are final.

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# **Sexual Abuse and Molestation Policy**

WCWAA prohibits and does not tolerate sexual abuse or misconduct in the workplace or during any organization-related activity. WCWAA provides procedure for athletes, employees, volunteers, board members or any other victims of sexual abuse or misconduct to report such acts. Those individuals who are reasonably suspected of or believe to have committed sexual abuse or misconduct will be appropriately disciplined, up to and including termination of employment or membership, as well as criminally prosecuted. No parent, member of the organization, guest, athlete, employee, volunteer, board member or any other person, regardless of his or her title or position has the authority to commit or allow sexual abuse or misconduct against any athlete, athlete's sibling, other member of the organization, employee, volunteer or any other person.

#### **Definitions and Examples**

The following definitions or examples of sexual abuse, misconduct or harassment, may apply to any and/or all of the following persons – parents, athletes, coaches, members of the organization, guests employees, volunteers or other third-parties.

Sexual abuse or misconduct may include, but is not limited to:

- Child sexual abuse any sexual activity, involvement or attempt of sexual contact with a person who is a minor (under 18 years old) where consent is not or cannot be given.
- Sexual activity with another who is legally incompetent or otherwise unable to give consent.
- Physical assaults or violence, such as rape, sexual battery, abuse, molestation or any attempt to commit such acts.
- Unwanted and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, brushing, massaging someone's neck or shoulders and/or pulling against another's body or clothes.
- Material (displaying or showing on paper or digitally) such as pornographic or sexually explicit images, posters, calendars or objects.
- Unwelcome and inappropriate sexual activities, advances, comments, innuendoes, bullying, jokes, gestures, electronic communications or messages (e.g. email, text, social media, voicemail), exploitation, exposure, leering, stalking or invasion of sexual privacy.
- A sexually hostile athletic experience characterized as comments or conduct that unreasonably interferes with one's work, or athletic experience, performance or ability to do the job or creates an intimidating, hostile or offensive environment.
- Direct or implied threat that submission to sexual advances will be a condition of employment, participation, playing time, or affiliation with the organization.

## **Reporting Procedure**

Immediately report suspected sexual abuse or misconduct to local authorities first. Once you have reported the suspected sexual abuse or misconduct to the local authorities, report the same to the Board of Directors of the Association. It is not required to directly confront the person who is the subject of the report, question the suspect or complaintaint before notifying any of the individuals listed. WCWAA will take every reasonable measure to ensure that those named in complaint of misconduct, or are too closely associated with those involved in the complaint, will not be art of the investigative team.

#### Anti-retaliation and False Allegations

WCWAA prohibits retaliation made against any athlete, parent, employee, volunteer, board member or any other person who lodges a good faith complaint of sexual abuse or misconduct or who participates in any related investigation. Making knowingly false or malicious accusations or sexual abuse or misconduct can have serious consequence for those who are wrongly accused. WCWAA prohibits making false or malicious sexual misconduct allegations, as well as deliberately providing false information during an investigation. Anyone who violates this rule is subject o disciplinary action, up to and including termination of employment or membership/participation and criminal persecution.

#### Investigation and Follow-up

WCWAA will take all allegations of sexual abuse or misconduct seriously and will promptly, thoroughly and equitably investigate whether misconduct has taken place. The organization may utilize an outside

third-party to conduct an investigation or misconduct. WCWAA will cooperate fully with any investigation conducted by law enforcement or other regulatory/protective service agencies. WCWAA will make every reasonable effort to keep the matters involved in the allegation as confidential as possible while still allowing for a prompt and thorough investigation.

#### Report to Law Enforcement or Appropriate child or Adult Protective Services

WCWAA is committed to following the state and federal legal requirements for reporting allegations or incidents of sexual abuse or misconduct to appropriate law enforcement and child or adult protective services organizations. It is the policy of WCWAA not to attempt to investigate or assess the validity or credibility or an allegation of sexual or physical abuse as a condition before reporting the allegation to proper law enforcement authorities or protective services organizations.

## Employee and Worker Screening and Selection

As part of its sexual abuse and misconduct prevention program, WCWAA is committed to maintaining a diligent screening program for prospective and existing employees, volunteers and others that may have interaction with those employed by, associating with or serviced by WCWAA. The organization may utilize a variety of methods of screening and selection, including but not limited to applications, personal interviews, criminal background checks and personal and professional references.

### Supervision of Youth

To provide a safe environment for minors, WCWAA strives that a minimum of two adults supervise or be in attendance with minors during organization-related activities. The purpose is to avoid one-on-one interactions between adults and minors that are not easily observable by others. If individual meetings with a minor must be held in an office, keep the door open. Only conduct closed door meeting when another adult is put on notice of the meeting and is present in the room and the door remains unlocked.

#### Acknowledgement Form: Sexual Abuse and Misconduct Prevention Policy

I acknowledge that I received and read the Sexual Abuse and Misconduct Prevention Policy and/or had it explained to me. I understand that it is my responsibility to abide by all rules contained in the policy. I also understand how to report incidents of sexual abuse or misconduct as set forth in the policy, including retaliation against any employee or volunteer exercising his or her rights or obligations under the policy.

I acknowledge that I will be alerted when changes and updates are made to the Sexual Abuse and Misconduct Policy and will be responsible for reading and complying with these updates.

When posted on the website this document will include a note that checking box indicates participant has reviewed and understands the Abuse Policy. If the document is used in paper form, participant will need to sign.

# **WCWAA Return to Play Waiver**

In consideration of being allowed to participate in any way in WESLEY CHAPEL WEDDINGTON ATHLETIC ASSOCIATION (WCWAA) athletics/sports programs, related events and activities, the undersigned acknowledges, appreciates and agrees that:

- 1. The risk of injury and/or illness from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce the risk, the risk of serious injury (or illness) does exist;
- 2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I (or my family members in attendance) could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease;
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THIRD PARTIES, and assume all full responsibility for participation of myself and my family members;
- 4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official;
- 5. I, for myself and on behalf of my heirs, assigns and personal representatives and next of kin, HEARBY RELEASE AND HOLD HARMLESS WESLEY CHAPEL WEDDINGTON ATHLETIC ASSOCIATION (WCWAA), their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the event ("Releasees") WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABIILTY, DEATH or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THIRD PARTIES OR OTHERWISE due to my, or my child's participation in activities at the WCWAA facilities.
- 6. I acknowledge and understand that a weak or compromised immune system (including, but not limited to, conditions like diabetes, asthma, COPD, cancer treatment, radiation, chemotherapy and any prior or current disease or medical condition), can put me, my child or anyone over whom I have authority and control, at greater risk for contracting COVID-19.
- 7. I further acknowledge and agree that neither I nor my child participant, or any party over which I have authority and control, shall participate in any sport activity or attend any activities at the WCWAA facilities if I experience the following symptoms or conditions associated with COVID-19, including but not limited to; fever or above normal temperature, experiencing shortness of breath or having trouble breathing, dry cough, runny nose, loss or reduction in smell or taste, sore throat, tested positive for COVID-19, been tested for COVID-19 and awaiting results, traveled outside of the United States by air or cruise ship in the 14 days prior to visiting or participating in WCWAA activities, or have traveled within the United States by air, bus or train within the 14 days prior to visiting or participating in WCWAA activities.
- 8. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, BEFORE ACKNOWLEDGING THE CHECKBOX BELOW, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER PARTIES OVERWHICH I HAVE THE AUTHORITY TO ENTER INTO THIS

AGREEMENT OR ON BEHALF OF THE YOUTH PARTICIPANT ASSOCIATED WITH THIS GUARDIAN ACCOUNT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

ACKNOWLEDGEMENT BY ADULT PARTICIPANT: By acknowledging and agreeing to the checkbox below, I agree and verify the following: 1) I consent and agree to assume the risks of participation in these programs; and 2) that I specifically agree to the release as provided herein any and all liabilities incident to my (and my attending family's) involvement or participation in these programs EVEN IF ARISING FROM THE NEGLIGENCE OF THIRD PARTIES OVER WHOM THE WCWAA HAS NO CONTROL.

I also agree to share these requirements will additional members of my household and/or extended relatives or friends that may attend these events (players' other parent, players' siblings, players' grandparents, etc.).

ACKNOWLEDGEMENT BY PARENTS AND/OR LEGAL GUARDIANS OF YOUTH PARTICIPANTS: By acknowledging and agreeing to the checkbox below, I agree to and verify the following: 1) I am the parent or legal guardian for the youth participant associated with the guardian account, 2) that the date of birth of the youth participant associated with this guardian account is correct, 3) that as parent/legal guardian with legal responsibility for this youth participant, I consent and agree to assume the risks of his/her participation in these programs; and 4) that I specifically agree to his/her release as provided herein of all the Releases, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releases from any and all liabilities incident to this youth participant's involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES OR OTHERWISE.

I further acknowledge that I have read the Notice above and understand and accept that there is an increased risk of contracting the COVID-19 virus while attending functions at the Park. I also acknowledge that I could contract the COVID-19 virus from sources unrelated to the Park and its operations and my visits to the Park.