

WAIVERS – Information for OSA Referees

Waivers are written agreements which people sign before they participate in activities and include all OSA players. Like insurance, waivers are a risk management technique that involves transferring liability for injuries from one party to another by means of a written contract in relation to the risks and negligence described in the waiver.

The OSA Referee Waiver requires the referee to agree not only to expose him or herself to the **physical risks** of refereeing soccer, but also the **legal risks** which are **ONLY** related with the physical risks as described in the Referee Waiver. There is physical risk associated with all physical activity -- this risk is inherent, unavoidable, reasonable and, in many sport and recreation settings, desirable. Physical risks are the risks, dangers and hazards that are inherent in the activity.

The second type of risk is legal risk. This is the risk that the organizers of a soccer activity will behave negligently -- that is, that in managing the program, they will not meet the reasonable standard of care required by law. It is important to note that the OSA Referee Waiver only requires that referees waive their right to sue because of physical injury and negligence for injuries listed in the Referee Waiver and does not include a catch-all negligence clause. **Also, the Referee Waiver does not include the waiving of liability on behalf of the OSA and its affiliated organizations for the intentional physical assault on the referee by any individual.**

The intent of the OSA Referee Waiver is to inform referees of the possible physical and legal risks associated with refereeing soccer and to clearly define their own responsibilities.

IMPORTANT NOTE: The OSA Referee Waiver does not preclude the Referee from any insurance coverage as provided by the OSA.