

ADDITIONAL INFORMATION ON THE REFEREE WAIVER & PARTICIPANT'S AGREEMENT

Concern: An issue was raised regarding the language in the document - , “include, but are not limited to injuries from...” leaves the list open to interpretation which would include injuries from assault.

Response: The purpose of the language “include, but are not limited to injuries from...” is to indicate that it is not possible to list all the potential physical risks associated with refereeing soccer. Physical risks are associated with all physical activity and are inherent, unavoidable and reasonable. Canadian law says that participants can voluntarily assume the risks associated with a sport activity including soccer and refereeing soccer, therefore the OSA has attempted to describe the most obvious risks associated with refereeing soccer and the individual referee is informed of these risks prior to becoming involved with refereeing the game of soccer.

The OSA is not seeking for referees to assume the risk of intentional assault of referee's therefore changes have been made in the attached wavier to indicate such.

The OSA has been involved in numerous litigious cases throughout its years of operation. The waiver is being introduced as a risk management technique that transfers liability through this legal contract and is a common business practice. As stipulated above, the OSA is not requesting Referee's to give up all their legal rights with regard to insurance, which is in no way affected, but to become aware of the fact that there are inherent (Unintentional) injuries and risks related to refereeing soccer and to assume such risks which may include the negligence of the Organization. Again, I believe it is important to reiterate that the OSA is not requesting referee's to give up any insurance coverage (either accident of liability) or are they waiving any legal right with regard to intentional acts which cause damage or loss.

A properly worded and executed waiver of liability can offer the OSA substantial protection from legal liability, therefore the waiver has been drafted to be clear and unambiguous, the foreseeable risks, dangers and hazards are specifically stated and all parties covered as clearly listed as well as the associated activities, hence the exhaustive list of OSA members listed in the waiver.

A waiver is essentially a contract and both all parties must have a common understanding what the contract entails. A waiver fairs a far better chance of being deemed valid if it is clearly and concisely written. The person signing the waiver should clearly understand its meaning. Applicable sections include a description of the risks, the release or waiver of liability and the acknowledgement.

Concern: An issue has been raised with regard to whether signing the waiver is voluntary.

Response: All parties to contracts must enter into such contracts voluntarily, meaning there was no duress at the time of acknowledgment. The language on the waiver is to indicate that the referee signing the waiver is not under duress to enter into such agreement. The referee is free not to sign the agreement but may not be eligible to referee soccer games for the OSA and its members. This has been common practice in the OSA for the 380,000 plus players annually since 2006.

Question: By signing this waiver do it effect the referees accident and liability coverage from the OSA?

Answer: Not at all, the waiver is only there to defend the OSA in such frivolous lawsuits that a referee will try and sue the OSA for

To give you an example. A referee is refereeing a match, and half way through the first half the referee trips and breaks their ankle because they tripped on a small hole in the ground. This would be considered an inherent risk of soccer and the waiver would be in effect. If the referee attempted to sue the club, league District Association or OSA because of this, our first line of defense would be that the referee signed the waiver and accepted this risk. Even though there are no grounds to sue any of these parties anyway, the waiver is there to protect the OSA from these law suits. However if the referee because they tripped over the pot hole need a \$500 ankle brace the insurance coverage under the accident policy would still pick up that cost under the policy. So the accident policy has nothing to do with the waiver.

Another example, if a referee is sued because a player was injured on the field and the referee was sued the OSA liability coverage is not effected and the referee would still be covered and defend by the OSA's insurance policy.

Question: If a referee is assault is this covered by the waiver?

Answer: NO! All intentional acts are not covered under this waiver. Any intentional act is been excluded from the waiver and a referees liability is not released. Any act deemed to be referee assault is considered intentional.

Question: Are the referees the only OSA participants that have to sign this document?

Answer: NO! Since 2006 all 380,000 plus players in Ontario have been signing the exact same waiver or participants agreement, as well as coaches registered with the OSA. Those waivers are protecting the referee in the same manner against frivolous law suits against the OSA and it members including the referees.

Question: Why the waiver for referees now, is this a reaction to a current or recent case?

Answer: NO! The waiver is a requirement from the OSA Insurance company. The sole purpose is to protect the OSA and it members from frivolous law suits from it members. With recent changes to Ontario laws the Insurance industry has noticed a steady increase in the number of frivolous law suits over the past couple of years. The demand from the OSA insurance company to have these waivers in place is to try and stop those frivolous law suits. The intent is not to stop law suits with merit against the OSA and its members.