

**COVID-19 RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK
AGREEMENT**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY.

TO: The Corporation of the Municipality of West Elgin and all their employees, volunteers, agents, representatives, directors, officers, successors and assigns (the “**Releasees**”).

DESCRIPTION OF ACTIVITIES: (insert wording) (the “**Activities**”)

ASSUMPTION OF RISK: I confirm that I am aware that the Activities involve the risk of contracting COVID-19 and I am fully aware that there is a reasonable possibility that the Activities may or will not comply with the Public Health guidelines, recommendations and directives that are in place to minimize the risk of contracting COVID-19. I freely accept and fully assume, on my own behalf and on behalf of the Participant, all such risks, dangers and hazards and the possibility of personal injury, illness, health problems, health complications, property damage, loss or even death resulting therefrom, including but not limited to the possibility of the Participant or persons close to the Participant contracting COVID-19. I agree to, at all times, inspect my surroundings for possible risk and determine for myself that conditions are acceptable for the Participant to commence or continue the Participant’s attendance and participation in the Activities with relations to COVID-19. I also agree my attendance and the Participant’s attendance and the commencing and continuing of that attendance constitutes acceptance of all dangers, hazards and risks involved with COVID-19.

COVID-19 RELEASE OF LIABILITY AND WAIVER OF CLAIMS: I hereby agree to waive any and all claims that I or the Participant have or may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense, health problems, health complications or injury, including death, that I or the Participant may suffer or that my next of kin may suffer due to contracting COVID-19 directly or indirectly as a result of the Participant’s participation in the Activities with relations to COVID-19.

THIS COVID-19 RELEASE AND WAIVER AGREEMENT shall be effective and binding upon mine and the Participant’s heirs, next of kin, executors, administrators, assigns and representatives. This COVID-19 Release and Waiver Agreement and any rights, duties and obligations as between the parties to this COVID-19 Release and Waiver Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction, and any litigation involving the parties to this COVID-19 Release and Waiver Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of Ontario.

ACKNOWLEDGEMENT: By signing this COVID-19 Release and Waiver Agreement, I hereby acknowledge the following:

1. I have received reasonable notice that this COVID-19 Release and Waiver Agreement would be required in order for the Participant or myself to participate in the Activities.
2. I acknowledge that it was a prerequisite that this COVID-19 Release and Waiver Agreement was to be presented to myself and the Participant before allowing myself and/ or the Participant to undertake the Activities.
3. Given the COVID-19 pandemic and the nature of the Activities, I understand that all Participants are required to sign this Release and Waiver Agreement prior to participation in the Activities.

4. I and the Participant know that if this COVID-19 Release and Waiver Agreement is not signed, the Participant and/ or myself cannot participate in the Activities and I have chosen to sign this COVID-19 Release and Waiver Agreement as a condition of such participation.
5. I and the Participant have had the full opportunity to read this COVID-19 Release and Waiver Agreement.
6. I fully understand the COVID-19 Release and Waiver Agreement and I have made the choice to accept this COVID-19 Release and Waiver Agreement and have myself and/ or the Participant participate in the Activities, notwithstanding that my legal rights and the Participant's legal rights, including the right to sue, are impacted by this COVID-19 Release and Waiver Agreement.

BY ENTERING INTO THIS COVID-19 RELEASE AND WAIVER AGREEMENT I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activities, other than what is set forth in this COVID-19 Release and Waiver Agreement.

I CONFIRM THAT if any term, covenant or provision of this COVID-19 Release and Waiver Agreement shall be deemed to be unenforceable, the enforceability of the remaining terms, covenants and provisions of this Release and Waiver Agreement shall be unaffected and shall remain in full force and effect.

I CONFIRM THAT I have read and understood this COVID-19 Release and Waiver Agreement prior to signing it, that I am signing this COVID-19 Release and Waiver Agreement freely and of my own volition, and I am aware that by signing this COVID-19 Release and Waiver Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives, may have against the Releasees, and that I am signing this COVID-19 Release and Waiver Agreement without any undue influence from the Releasees, realizing that it is a legally binding document. This Release and Waiver Agreement shall continue until August 31, 2021.

DATE: _____

PLEASE PRINT PARTICIPANT'S NAME: _____ (the "Participant")

PARTICIPANT'S SIGNATURE: _____

PLEASE PRINT WITNESS' NAME: _____

WITNESS SIGNATURE: _____

For Participants that are less than 18 years old, I represent that I am the parent, guardian or agent of the Participant and have the authority to enter into this COVID-19 Release and Waiver Agreement on my behalf and on behalf of the Participant, being both thereafter bound by the terms and conditions of this COVID-19 Release and Waiver Agreement.

Signature: _____

Witness Signature: _____

Printed Name: _____

Witness Printed Name: _____

Parent Guardian Agent