To be read and signed by anyone over the age of 18.

COVID-19 Acknowledgment and General Liability Release/Waiver

THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

The novel coronavirus, or "COVID-19", has been declared a worldwide pandemic by the World Heath Organization. COVID-19 is extremely contagious and is known to spread from person-to-person contact.

I ___(_____)_

Print Name Above

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE AND UNDERSTAND:

A. The contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in activities organized on The Corporation of the Township of Huron-Kinloss, (hereinafter the "Township of Huron-Kinloss") property.

B. That the risk of becoming exposed to or infected by COVID-19 on the Township of Huron-Kinloss property may result from the actions, omissions, or negligence of myself or others, including but not limited to, Township of Huron-Kinloss employees, and program participants.

C. That public health authorities are still recommending the practice of social distancing.

D. I am voluntarily seeking the services provided by the Township of Huron-Kinloss.

IN CONSIDERATION OF THE SERVICES BEING PROVIDED BY THE TOWNSHIP OF HURON-KINLOSS, BY SIGNING THIS DOCUMENT:

A. I/We agree to comply with ALL preventative measures and procedures put in place by the Township of Huron-Kinloss, whether at the time of the signing of this document and in the future, to stop the spread of COVID-19, including, but not necessarily limited to, the following:

1. There must always be a maximum of 50 people or less within a program space, or as otherwise required by law or health authorities.
2. Social distancing guidelines must always be followed.
3. I must always wear a facemask until reaching the program location, unless continuing to wear a facemask is required by applicable law or health mandate or appropriate physical distancing cannot be followed.
4. Participants are encouraged to bring their own equipment. Any shared equipment must be sanitized between uses.
5. The Township of Huron-Kinloss shall not be responsible for cleaning, sanitizing or disinfecting touch points including benches, nets, bleachers, dugouts, etc.

Yes, I agree with Parts 1 to 5 above AS STATED ABOVE

B. I declare and accept that the following must be true for my participation in a program and/or attendance within a program space:

1. I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell.
2. I have not travelled in the last 14 days to an area that is currently highly impacted by positive cases of COVID-19.
3. I have not been exposed to someone with a suspected and/or confirmed case of COVID-19.
4. I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by local public health authorities.

5. I am following recommended health guidelines to limit my exposure to COVID-19.

==Yes, I agree with Parts 1 to 5 above AS STATED ABOVE==

==IN CONSIDERATION OF THE SERVICES BEING PROVIDED BY THE TOWNSHIP OF HURON-KINLOSS, BY SIGNING THIS DOCUMENT:==

A. I hereby release and indemnify the Township of Huron-Kinloss, its Council, officers, directors, agents, representatives, employees and volunteers from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, including but not limited to, any claims under the *Occupiers' Liability Act*, R.S.O. 1990, c. O.2., as amended and the *Negligence Act*, R.S.O. 1990, c. N.1, as amended, or any other statutory duty of care, any negligence, or breach of contract, and damages, for costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, and any injury, including but not limited to death, arising out of or connected to my contraction of, or being exposed to, COVID-19, COVID-19-related, or other communicable diseases, through my accessing or use of a program space or any services received from the Township of Huron-Kinloss. This release shall be binding upon my heirs and personal representatives.

B. I understand that this release discharges and waives for the benefit of the Township of Huron-Kinloss, its Council, officers, directors, agents, representatives, employees and volunteers, from any liability or claim that I, my heirs, or any personal representatives may have with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, COVID-19, COVID-19-related, or other communicable diseases.

C. I acknowledge and agree that if any term or condition of this COVID-19 Acknowledgment and General Liability Release/Waiver is invalid or unenforceable under any applicable statute or is declared invalid or unenforceable by a court of competent jurisdiction, then such term or condition shall be deemed to be severed from this COVID-19 Acknowledgment and General Liability Release/Waiver, provided however, that the remainder of this COVID-19 Acknowledgment and General Liability Release/Waiver shall not be affected, shall continue in full force and effect and each remaining term and condition shall be valid and be enforced to the fullest extent permitted by law.

D. I acknowledge being advised to seek independent legal advice prior to signing this COVID-19 Acknowledgment and General Liability Release/Waiver.

==**Yes, I agree with Paragraphs A, B, C, and D above AS STATED ABOVE**==

MY SIGNATURE BELOW IS CONFIRMATION THAT I HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE AND THAT I AGREE THAT I AM VOLUNTARILY WAIVING, RELEASING, INDEMNIFYING AND DISCHARGING THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS AND ITS COUNCIL, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES AND VOLUNTEERS FROM ANY AND ALL CLAIMS ARISING OUT OF, OR RELATED TO, COVID-19, COVID-19-RELATED, OR OTHER COMMUNCIABLE DISEASES.

_____   _____

Signature   Date