



All participants **under the age of 18 will need a parent/guardian** to complete Waiver. This will need to be completed **only once** this season for any player visiting our facilities

**PART I: COVID-19 Acknowledgment Form**

Minor Participant

**THIS DOCUMENT WILL AFFECT YOUR AND YOUR CHILD'S LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

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

**I/We,**

Name parent(s)/legal guardian

**being the parent(s)/legal guardian(s) of**

Name of child / Children

**(hereinafter "my/our child"), being a child under the age of eighteen (18) years, hereby acknowledge and agree:**

**BY SIGNING THIS DOCUMENT, I/WE ACKNOWLEDGE AND UNDERSTAND:**

- A.** The contagious nature of COVID-19 and voluntarily assume the risk that I/we or my/our child 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/We are 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/We and my/our child 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/we agree with Parts 1 to 5 above AS STATED ABOVE

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

- 1.** I/We and my/our child are 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/We and my/our child have not travelled in the last 14 days to an area that is currently highly impacted by positive cases of COVID-19.
3. I/We or my/our child has not been exposed to someone with a suspected and/or confirmed case of COVID-19.
4. I/We or my/our child has not been diagnosed with COVID-19 and not yet cleared as non-contagious by local public health authorities.
5. I/We and my/our child are following recommended health guidelines to limit my exposure to COVID-19.

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

**PART II: General Liability Release/Waiver and Indemnity**

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

**A.** I/We, and on behalf of my/our child, 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/our child contracting of, or being exposed to, COVID-19, COVID-19-related, or other communicable diseases, through accessing or using of a program space or any services received from the Township of Huron-Kinloss. This release shall be binding upon our heirs and personal representatives.

**B.** I/We 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/we, my/our child, our 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/We represent that I/we have full authority to sign on behalf of my/our child and that my/our signatures binds each other person having authority to make decisions on behalf of my/our child and our heirs, successors, and assigns.

**D.** I/We acknowledge and agree that if any term or condition of this General Liability Release/Waiver and Indemnity 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 General Liability Release/Waiver and Indemnity, provided however, that the remainder of this General Liability Release/Waiver and Indemnity 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.

**E.** I/We acknowledge being advised to seek independent legal advice prior to signing this General Liability Release/Waiver and Indemnity.

Yes I/We agree as to Paragraphs A, B, C, D, and E above AS STATED ABOVE

**MY/OUR SIGNATURES BELOW IS CONFIRMATION THAT I/WE HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE AND THAT I/WE AGREE THAT I/WE ARE 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 COMMUNICABLE DISEASES.**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Phone Number** \_\_\_\_\_