

THE TOWN OF ANTIGONISH

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT INCLUDING LIABILITY RELATED TO CORONAVIRUS / COVID-19

WARNING! By signing this agreement you will waive certain legal rights.

Please read carefully.

This is a legally binding agreement. Please read and make sure you understand this Waiver before signing. Clarify any questions or concerns before signing.

In consideration of the opportunity for me and / or my child(ren) to participate in the camps, events, activities, programs, travel and any other instruction by or services of and offered (the "Activities") by Town of Antigonish Recreation and the Town of Antigonish, which also includes but is not limited to its Mayor, council members, employees, volunteers, and assigns, as well as the owners / operators of the facilities in which the Activities take place ("Town") the undersigned, being the Participant and a Parent or Guardian of a Participant, acknowledge and agree to the following terms:

Description of Risks

1. **I acknowledge that** there are risks, dangers and hazards of the Activities, which may include, without limitation:
 - a) Physical exertion, cardiovascular exertion, rapid movements, exertion of various muscle groups which may cause serious injury to bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body and the Participant's general health and well-being.
 - b) Concussion or other related head injuries.
 - c) Loss of or damage to equipment / property.
 - d) Contact with other Participants, Town employees, other parents, objects, dangers arising from adverse weather conditions, equipment malfunctions, and inadequate safety measures.

2. **I acknowledge that** Novel Coronavirus / COVID-19 has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. It is believed that COVID-19 is spread

mainly from person-to-person contact. Attending the Activities could increase your risk and the Participant's risk of contracting COVID-19.

3. **I acknowledge that** the activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including, without limitation the potential for serious bodily injury, sickness, disease, contagion including but not limited to COVID-19, permanent disability, paralysis and loss of life.
4. **I agree that** that these risks may be caused in whole or in part by the Participant's own actions or inactions, by the actions or inactions of others participating in the Activities, or the negligent acts or omissions by the Town.

Terms and Attestation:

5. **I am the Participant (and am over the age of 19) and / or the Parent / Guardian of the participant** and am executing this waiver on behalf of the Participant in my capacity as Parent / Guardian and with the intent that this Waiver be binding on myself and the Infant Borrower for all legal purposes.
6. **I Acknowledge** that I am / my child(ren) are in good physical and mental condition to participate in the Activities.
7. **I Agree that my child and I will comply with** all rules and regulations of the Town, the Dominion of Canada, Province of Nova Scotia and Public Health concerning matters of health and safety and specifically as they relate to COVID-19 or such other communicable disease or contagion.
8. **I Acknowledge** that it remains my **Sole Responsibility** to act in such a manner so as to ensure and be responsible for my safety and ability and / or my child(ren)'s safety and ability to participate in the Activities.
9. **I Acknowledge the contagious nature of COVID-19 and Freely Accept and Fully Assume All Responsibility** for the risk that my child(ren) and I may be exposed to or infected by **COVID-19** by attending the Activities and that such exposure or infection may result in personal loss, injury, illness, permanent disability and death.
10. **I understand** that this release includes any Claims based on the actions, omissions, or negligence of the Town, its Mayor, councilors, employees, agents, and representatives, whether a COVID-19 infection occurs before, during or after participation in any of the Activities.
11. **I Freely Accept and Fully Assume All Responsibility** for the inherent **RISKS** and the possibility of personal injury, illness, death, claim, liability, expense, property damage or loss of any kind resulting from my and / or my child(ren)'s participation in the Activities.
12. **I Acknowledge** that I am assuming all risks related to the Activities. I, or my child(ren), and my heirs, executors, administrators and assigns (collectively called my "**Legal Representatives**") agree:

- (a) to **Waive** any and all **Claims** that I, or my child(ren), might have against the Town; and
 - (b) to **Release** the Town from any and all **Liability** for any loss, damages, injury, or expense that I, my child(ren) or my Legal Representatives might suffer as a result of my Participation due to any cause whatsoever including any negligence on the part of the Town; and
 - (c) to **Hold Harmless and Indemnify** the Town from any and all liability for property damage or personal injury to any third party which might result from my and / or my child(ren)'s participation in the Activities.
13. **I Agree** that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of Nova Scotia and I hereby irrevocably submit to the exclusive jurisdiction of the courts of Nova Scotia.
14. I have been offered a copy of this Waiver and I have been advised to read it carefully and I confirm that I have had sufficient time to read and understand this Waiver in its entirety.

Do Not Proceed Until You Understand All Items Above

After reading this document, please return to your registration form and click:

'I agree', then 'Submit'

to complete this registration process. Thank you.