

TOWNSHIP OF WEST LINCOLN (The Township)

Assumption of risk and waiver of liability relating to Coronavirus/COVID-19

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

As a result of the novel coronavirus (COVID-19) global pandemic, the provincial, regional and municipal governments have enacted preventative measures to reduce the spread of COVID-19. Anyone in an enclosed facility must wear a face covering as required under the Niagara Regional Face Covering By-Law 2020-46.

Anyone **displaying symptoms** including those outlined by Niagara Regional Health (posted in all municipal facilities) or who has **come into contact** with a person with symptoms or a **confirmed COVID-19** case in the past 14 days or who has **traveled outside of Canada** in the past 14 days, **shall not attend** the facility, program or activity. Entry will be denied and you will be asked to leave the program if any of these conditions are present.

I, the undersigned, understand and agree to the following:

- **That I am signing this waiver in order for me or my child to attend a Township of West Lincoln Facility, program or activity.** I understand that my attendance is the consideration offered to me by the Township in order to allow me to attend and participate in a Township recreational or cultural program.
- **That if I choose not to sign this waiver I will not be permitted to attend or participate in a Township facility or program.**
- That COVID-19 is a contagious disease and that I am at risk of contracting this disease by attending a Township of West Lincoln Facility or participating in a Township of West Lincoln program.
- That contracting COVID-19 may result in serious illness, permanent disability or death and may result in financial loss to me.
- That the risk of becoming infected with COVID-19 may result from the action, omissions or negligence of myself and others, including but not limited to the Township employees and volunteers and other facility attendees or program participants.
- That my personal information will be collected for the purposes of contact tracing in the event of a confirmed COVID-19 case or outbreak and that my information may be used and disclosed by the municipality further to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.
- That I consent to the Township collecting and sharing my personal information collected for the purposes of COVID-19 contact tracing further to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S. O. 1990, c. M.56, as amended.
- That the Township staff may be obligated to report suspected or confirmed cases of COVID-19 to Niagara Public Health under the *Health Protection and Promotion Act* and that I consent to such reporting.

_____ (initial)

I KNOWINGLY AND FREELY ASSUME ALL RISKS of contracting COVID-19, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE TOWNSHIP or others, and I assume full responsibility for my attendance and participation at the Township facility or program.

I AGREE TO WAIVE ANY AND ALL CLAIMS that I or my estate have or may have into the future against the Township, its directors, officers, employees, agents representatives, assigns and successors.

I AGREE TO RELEASE the Township, its directors, officers, employees, agents representatives, assigns and successors from any and all liability for any loss, damages, expenses or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my attendance and participation in any activity or sports offered by the Township, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER’S LIABILITY ACT R.S.O. 1990, c. O.2 OR THE FAMILY LAW ACT, R.S.O. 1990, c. F. 3 on part of the Township, its directors, officers, employees, agents representatives, assigns and successors.

I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS, the Township, its directors, officers, employees, agents representatives, assigns and successors in respect of any claims brought by my family members under the *Family Law Act*, R.S.O. 1990, c.F.3 in respect of injuries or damages sustained by me as a result of my attendance or participation at a Township facility or program.

Minors

If I am the parent/s guardian of a minor attending or participating at a Township facility or program, I provide consent for that minor to attend and participate, understanding the risks above also apply to that minor. **I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS**, the Township, its directors, officers, employees, agents representatives, assigns and successors for any and all liability relating to the minor’s attendance or participation in a Township facility or program, even if that liability arises from the Township’s negligence.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT. I UNDERSTAND THAT I AM WAIVING CERTAIN RIGHTS WHICH I, MY HEIRS, NEXT OF KIN, EXECUTOR, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE TOWNSHIP ITS DIRECTORS, OFFICERS, EMPLOYERS, AGENTS, REPRESENTATIVES, ASSIGNS AND SUCCESSORS AND I SIGN THIS AGREEMENT VOLUNTARILY.

Name (print): _____

Signature: _____

Date: _____

Name of Minor(s), if applicable:

Date of Birth: _____

Date of Birth: _____

Date of Birth: _____