



Assumption of Risk and Waiver of Liability Relating to Coronavirus/Covid-19

This waiver & declaration must be completed prior to or upon visiting (*Joshua Creek Tennis Inc. at 1330 Burnhamthorpe Road, Oakville*) and before participating in any activity.

The novel coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread mainly by contact from person to person. Consequently, local, provincial and federal governmental authorities recommend various measures and prohibit a variety of behaviors, in order to reduce the spread of the virus.

(*Joshua Creek Tennis Inc.*) and its members commit themselves to comply with the requirements and recommendations of Ontario National, Provincial and local Public health and other governmental authorities, and to put in place and adopt all necessary measures to that effect. However, (*Joshua Creek Tennis Inc.*) cannot guarantee that you (or your child, if participant is a minor/ or the person you are the tutor or legal guardian of) will not become infected with COVID-19. Further, attending the Activities could increase your (or your child, if participant is a minor/ or the person you are the tutor or legal guardian of) risk of contracting COVID-19, despite all preventative measures put in place.

By signing this document,

- 1) I acknowledge the highly contagious nature of COVID-19 and I voluntarily assume the risk that I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) could be exposed to many inherent risks and dangers ("Risks"), including but not limited to exposure or infection by COVID-19 and/ or the possibility of the risk of spreading COVID-19 virus to other individuals at the Facility and/or to the public at large by participating in (*Joshua Creek Tennis Inc.*)'s activities at the facility. Being exposed or infected by COVID-19 may result in, among other things, mild or severe illness, physical injury, partial or total disability, death and/or property loss or damage.
- 2) I declare that I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) am participating voluntarily in (*JoshuaCreekTennisInc.*)'s activities.
- 3) I declare that neither I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) nor anyone in my household, have experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, respiratory illness, difficulty breathing).
- 4) If I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) experience, or if anyone in my household experiences any cold or flu-like symptoms after submitting this declaration, I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) will not attend any of (*Joshua Creek Tennis Inc.*)'s activities, programs or services until at least 14 days have passed since those symptoms were last experienced.

- 5) I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of), nor has any member of my household travelled to or had a lay-over in any country outside Canada, or in any Province outside of Ontario, in the past 14 days. If I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) travel, or if anyone in my household travels, outside the Province of Ontario after submitting this declaration, I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) will not attend any of (*Joshua Creek Tennis Inc.*)'s activities, programs or services until at least 14 days have passed since the date of return.

- 6) I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) agree to the requirements and recommendations of National, Provincial and local Public health and other governmental authorities and to those special safety regulations put in place by (*Joshua Creek Tennis Inc.*) as it pertains the Covid-19 Coronavirus and to adopt all necessary measures to those effects.

- 7) I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) agree that, by filling out and signing this waiver and agreeing to the terms and conditions set out in it, I am waiving my legal rights as well as those of my heirs, next of kin, executors, administrators and legal representatives to sue (*Joshua Creek Tennis Inc.*) and its officers and directors, in the event that I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of), contracts the Covid-19 Coronavirus whether through the actions of the participant or the actions or negligence of Joshua Creek Tennis Inc.

This document will remain in effect until (*Joshua Creek Tennis Inc.*), as per the direction of the national, provincial and local government and health officials, determines that the acknowledgments in this declaration are no longer required.

This document is in addition to and does not replace all other (*Joshua Creek Tennis Inc.*) waivers.

I HAVE SIGNED THIS DOCUMENT FREELY AND WITH FULL KNOWLEDGE.

Name of participant (print)

Name of parent/tutor/ legal guardian (print)
(if participant is minor or cannot legally give consent)

Signature of participant

Signature of parent/tutor/legal guardian

Place/Date: _____