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**Assumption of the Risk and Waiver of Liability Relating to COVID-19**

**PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY BEFORE SIGNING.**

**BY AGREEING TO THE TERMS OF THIS DOCUMENT YOU WILL WAIVE**

**CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an asymptomatic individual can be infected with and transmit COVID-19 without their knowledge.

The Township of Tyendinaga (the “Township”) has put in place preventative measures recommended by provincial and regional health authorities to reduce the spread of COVID-19, but cannot guarantee that you, your child(ren), your spouse, or anyone else will not become exposed to or infected with COVID-19 as a result of participating in a Township program, event or activity. **Participation in a Township program, event or activity could increase the risk of contracting COVID-19.**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my child(ren), my spouse and anyone else may be exposed to or infected by COVID-19 by attending and/or participating in activities on Township property, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Township Facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Township employees, volunteers, and program participants and their families.

In consideration of being permitted to participate in programs, events and/or activities offered by the Township, I understand, acknowledge and agree to the following:

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren), myself, my spouse or anyone else, including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I, my child(ren), my spouse or anyone else may experience or incur in connection with my child(ren)’s and my attendance at the Township Facilities or participation in Township programming. On my behalf, and on behalf of my child(ren), my spouse, my legal representatives, heirs and assigns, I hereby waive, release, covenant not to sue, discharge, and hold harmless the Township of Tyendinaga, its officials, employees, agents, and representatives, of and from all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating directly or indirectly from exposure to or infection with COVID-19. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Township, its officials, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program.

Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian (if the individual is younger than 18 years old)