



## **WAIVER/RELEASE OF LIABILITY FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

### **ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of becoming a member and being allowed access to tennis courts operating under Rosebank Tennis Club -RTC ("The Club") the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. The undersigned , as primary member, and his/her associated members of The club, as listed in the registration form, waives any and all claims against, releases from liability and agrees not to sue The Club, its members, officers, executives, volunteers, employees,

agents and representatives and City of Pickering, its officers, executives, employees, agents and representatives (“Releasees”) for any personal injury, illness, death or any other loss sustained by the undersigned and his/her associated members for which the undersigned and his/her associated members be responsible arising out of, or in connection with the undersigned’s and his/her associated members use of, or presence at, the designated municipal tennis courts operated by The club.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY.**

Name of primary member: \_\_\_\_\_

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

Date signed: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this member, have read and explained the provisions in this waiver/release to my child including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child understands and accepts these risks and responsibilities. I for myself, my spouse, and child do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child’s presence or participation in these activities as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

Date signed: \_\_\_\_\_