

COVID-19 Acknowledgment, Release and Indemnity Agreement



This document must be read prior to registering in any program offered by the City of Vaughan.

Read carefully. By reading 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.

Contracting COVID-19 can lead to severe illness, personal injury, permanent disability and/or death. The City of Vaughan (the "City") has put in place preventative measures to reduce the spread of COVID-19 at programs made available to the public. However, the City cannot guarantee that attendees will not become infected with COVID-19. Attending such programs could increase the risk of contracting COVID-19.

In consideration of the City permitting me and/or the minor child/ren listed below for whom I am legally responsible (collectively the "Participants") to participate in this program (the "Program"), I hereby agree as follows on behalf of all Participants:

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

- (i) COVID-19 is an existing virus present in the general population. The Participants acknowledge and understand that participation in the Program may put them, and anyone in close contact with them, at elevated risk of being exposed to COVID-19 which can lead to severe illness, personal injury, permanent disability, and/or death.
- (ii) The Participants acknowledge that the City may use their contact information for the purpose of contract tracing by public health authorities should anyone participating in the Program test positive for COVID-19.
- (iii) The Participants understand that the City is not responsible for their actions. Failure to comply with all safety protocols put in place by the City for the Program may result in immediate exclusion from the Program as well as illness and/or death for the Participants and third parties who come into contact with the Participants. The Participants also understand that they may be legally responsible to the City and all affected third parties for any results arising out of such failure to comply.
- (iv) The Participants understand that Programs may be cancelled, amended or cut short at any time due to government orders related to the COVID-19 pandemic. The City shall refund fees paid for cancelled Programs but shall not be liable in any manner whatsoever for any other losses, claims or damages resulting from such changes or cancellations including any claims for economic loss.
- (v) The Participants freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, illness, disability, loss or death resulting from participation in the Program.

2. RELEASE OF LIABILITY AND WAIVER OF CLAIMS

- (i) The Participants, along with the heirs, next of kin, executors, administrators and assigns of the Participants, and any other person who may claim on behalf of the Participants, agree to waive all claims that they have or may have in the future against the City and its Mayor, councillors, employees, agents, volunteers and contractors (collectively the "Releasees") and release and forever discharge the Releasees from all loss or liabilities whatsoever arising out of or connected with participation in the Program by the Participants.
- (ii) The Participants agree not to make any claims or take any proceedings against any person or corporation that might claim contribution and indemnity or relief from the Releasees.

3. INDEMNITY AGREEMENT

- (i) The Participants agree to indemnify the Releasees for any and all actions, suits, claims and demands which may be brought against or made upon the Releasees and all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the Releasees in connection with, or arising out of the Participants' involvement in the Program.

I confirm that:

- **YES**, I have been given the opportunity to seek Independent Legal Advice and have either done so or else waived my right to do so; and
- **YES**, I have had sufficient time to read and understand all parts of this document prior to registering in the Program and have freely and voluntarily agreed to be bound by its terms.