

COVID-19 ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY AGREEMENT
(To be executed by Participants 19 years of age and over)

WARNING! By signing this document, you will assume certain risks and responsibilities.

PLEASE READ CAREFULLY

Participant's Name: _____

To: The British Columbia Ringette Association (the "Association") and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, Leagues, Club-Associations, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "Releasees")

RELEASE AND WAIVER

In consideration of my participation in the sport of ringette with Ringette BC and from _____ (insert Association name), I being 18 years of age or older, do hereby forever release, waive, discharge and covenant not to sue Ringette BC and _____ (insert Association Name) and its past, current and future officers, directors, employees, members, volunteers, coach tractors, representatives, parents, owners, affiliates, agents, and assigns (collectively, "Service Provider") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death as well as property damages and expenses of any nature whatsoever, which may be incurred, directly or indirectly, now or in the future in any way related to COVID-19 and in connection with my participation in the sport of ringette or any travel related thereto. I promise not to sue Service Provider for any of the foregoing.

DEFINITIONS: In this Agreement the term "ringette program" shall include all activities, programs, events, classes, and services provided, sponsored or organized by the Association including but not limited to: games, tournaments, practices, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientation or instructional sessions or lessons, aerobic and anaerobic conditioning programs, meetings, and gym ringette programs and Come Try Ringette Programs.

ASSUMPTION OF RISKS:

I believe myself to be physically, emotionally and mentally able to participate in ringette programs and I am doing so voluntarily and willingly. I am aware that my participation in ringette programs involves many risks, dangers, and hazards, which could result in damage, loss, serious physical injury or death to me.

I understand that while Service Provider has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the ringette program, Service Provider is not responsible in any manner for any risks related to COVID-19 in connection with the ringette program.

I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic.

I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Ringette Program (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks.

Inherent Risks may include, but are not limited to,

- (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19;
- (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and
- (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks.

INITIALS _____

I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from receiving the Services, including, to my knowledge, COVID-19.

RELEASE OF LIABILITY, WAIVER OF CLAIM AND INDEMNITY AGREEMENT

This COVID-19 Assumption of Risk, Release and Waiver of Liability Agreement (“Agreement”) shall be:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Service Provider **AND TO RELEASE THE Service Provider** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my participation in ringette programs.
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expenses or injury to my participation in ringette programs.
3. Despite the risks, dangers and hazards of ringette programs, and fully understanding such risks, dangers and hazards, I wish to participate in ringette programs with the Association, and I **FREELY ACCEPT AND FULLY ASSUME** all such risks, dangers and hazards and the possibility of personal injury, death, property damage, and loss resulting therefrom.
4. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.
5. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
6. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives.

This Agreement may be executed, made and delivered electronically.

JURISDICTION:

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia (BC), and I agree to attorn solely to the jurisdiction of the Courts of the Province of BC. Any litigation involving the parties to this Agreement shall be brought solely within the Province of BC and shall be within the exclusive jurisdiction of the Courts of the Province of BC.

By executing this form, whether on-line or by signature, you agree that you are the registering player and that you have read and understand and are bound by the Agreement terms.

I have read and understood this Agreement and enter it to voluntarily in consideration to participate in ringette programs. I acknowledge that I am giving up legal rights and/or remedies which may be available to me.

Name of Participant (print)

Signature of Participant

Date of Birth

Date Signed