



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE OR CLAIM COMPENSATION**

PLEASE READ CAREFULLY

The individual named below (referred to as "I" or "me") desires to enter and/or use facilities (the "**Premises**") owned by the Town of Paradise (the "**Town**"), to use such facilities and to engage in the programs, classes, activities and other services offered at the Premises by the Town or by a third party organization (the "**Organization**"), including, but not limited to, sports, fitness, camps, functions and special events (the "**Activities**"). As lawful consideration for being permitted by the Town to be on and/or to use the Premises and to engage in the Activities, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

1. I am aware of the highly contagious nature of the 2019 novel coronavirus disease (COVID-19) ("**COVID**") and the risk that I may be exposed to or contract COVID by being on the Premises and/or engaging in the Activities. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Town employees and/or contractors. I understand that while the Town has implemented preventative measures to reduce the spread of COVID, the Town cannot guarantee that I will not become infected with COVID while on the Premises and that being on the Premises may increase my risk of contracting COVID.

2. NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES AND/OR ENGAGING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE, ARISING FROM OR ASSOCIATED WITH MY POTENTIAL EXPOSURE TO OR CONTRACTION OF COVID WHILE ON THE PREMISES OR ENGAGING IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE TOWN OR OTHERWISE.

3. I hereby expressly waive and release any and all claims which I have or may in the future have against the Town and its officers, employees, contractors, agents, representatives, councilors, successors and assigns (collectively, the "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my exposure to or contraction of COVID while on the Premises or engaging in the Activities, whether arising out of the negligence of the Town or any other Releasee or otherwise, including without limitation, breach of contract, or breach of any statutory or other duty of care. I covenant not to make or

bring any such claim against the Town or any other Releasee, and forever release and discharge the Town and all other Releasees from liability under such claims.

4. I am familiar with federal, provincial, and local laws, orders, directives, and guidelines related to COVID, including without limitation the guidance documents issued by the Newfoundland and Labrador Department of Health and Community Services (including those available at <https://www.gov.nl.ca/covid-19/>), and will continue to familiarize myself therewith. I will comply with all such orders, directives, guidelines and guidance documents while on the Premises. I will also follow any rules, regulations, directions and instructions of the Town and/or the Organization while on the Premises.

5. I agree not to enter the Premises if I am experiencing symptoms of COVID (including cough, shortness of breath, or fever), have a confirmed or suspected case of COVID, or have come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having COVID.

6. I shall defend, indemnify, and hold harmless the Town and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees and disbursements, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to my exposure to or contraction of COVID while participating in the Activities or being on the Premises.

7. This Agreement is in addition to, and in no way limits or otherwise takes away from, any other agreement or waiver between me and the Town, or any other agreement or waiver between me and the Organization.

8. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9. This Agreement is binding on and shall enure to the benefit of the Town and I and our respective heirs, executors, administrators, trustees, legal and personal representatives, successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Newfoundland and Labrador, and I hereby consent to the exclusive jurisdiction of such courts.

[PLEASE SIGN ON THE NEXT PAGE]

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE TOWN AND THE RELEASEES.

Signed:

Printed Name:

Address:

Date: _____

CONSENT OF PARENT OR GUARDIAN

[To be signed if the user of the Premises is under the age of 18]

I hereby certify that I am the parent or guardian of _____ and that I have the lawful authority to consent to this Release of Liability and Waiver of Claims on their behalf.

I confirm that I have read and understand the foregoing Release of Liability and Waiver of Claims, and by signing below, I consent to and agree to be bound by each of the terms, covenants and conditions contained therein.

Signed:

Printed Name:

Address:

Date: _____