

WAIVER AND RELEASE OF CLAIMS; ASSUMPTION OF RISK; AND, CONSENT TO MEDICAL TREATMENT

Please read this document (the "Waiver") carefully, as it affects your future legal rights. Please provide your initials on each page after reading. By signing below, you (on behalf of yourself or your minor child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood the Waiver and agreed to its terms. The purpose of the Waiver is to ensure that you assume all risks of entry into, and use of, common area facilities at a time of the COVID-19 (coronavirus) pandemic and that you do not hold the Landlord responsible in the event you become ill with COVID-19 or suffer loss or damage as a result of using common area facilities at the residential complex located at:

Each individual attending at and/or participating in the activities of the common area facility(s) referenced in the attached Schedule(s) (jointly or singularly referenced in this Waiver as the "Facility") must complete and sign the Waiver and initial the attached Schedule(s). A parent/guardian of a minor Attendee must complete and sign the Waiver on behalf of the minor Attendee.

This Waiver must be carefully read and signed in consideration of the Attendee's entry and use of the Facility. As used in this form, the term "Releasees" is defined to mean the following: _____, its subsidiaries, affiliated organizations, managers, directors, officers, past and present employees, agents, contractors, representatives, successors and assigns.

BETWEEN:

AND

Name of Tenant: _____ Tenant Address: _____
City/Town: _____ Province: _____ Postal Code: _____
Telephone number: _____ E-mail Address: _____
Date of Birth: _____

(hereinafter the "Attendee")

- 1. I expressly acknowledge and agree that my attendance at the Facility and participation in the activities and/or use at the Facility may involve the risk of serious illness, injury and/or death.
- 2. I am fully aware of the risks and hazards inherent in my attendance at, and participation in, the activities and/or use at the Facility and I voluntarily, knowingly and freely assume all risks associated with participating in the activities and/or use at the Facility and entering the Facility, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions, interactions, or inactions of others (including but not limited to the Releasees' officers, directors, managers, staff, volunteers or visitors), falls, injuries, illnesses, infections, contact with others (including but not limited to the Releasees' officers, directors, managers, staff, volunteers or visitors), my compliance with COVID-19 protocols, including those attached to this Waiver, and navigating any and all obstacles and any defects of the Facility.
- 3. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as the Releasees, their officers, directors, managers, staff, volunteers or other medical professionals may deem appropriate and understand that this Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
- 4. I understand and agree that I am expected to exhibit appropriate behavior at all times while I am attending the Facility including compliance with COVID-19 protocols, and while I am participating in the activities at the Facility to obey all local, provincial and federal laws, both criminal and civil. This includes, generally, respect for other people, equipment, facilities or property.
- 5. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen while I am participating in the activities at the Facility.
- 6. I recognize and acknowledge that there are hazards and risks of physical injury or illness to myself in attending the Facility and participating in the activities at the Facility and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, illness, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities at the Facility, howsoever arising, including, but not limited to, the failure of the

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Releasees to actively enforce or accurately communicate the protocols that I must comply with when using the Facility or a failure to adequately sanitize surface areas, including equipment and furniture, in the Facility. I further recognize and acknowledge that I am solely responsible to ensure my own protection from possible infection from the COVID-19 virus as a consequence of my entry to and use of the Facility.

THE 2019 NOVEL CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

7. I am currently not experiencing COVID-19 symptoms nor have I had COVID-19 symptoms in the last 14 days.
8. I have not travelled outside of Canada or in an area under a travel health advisory in the last 14 days.
9. I have not provided care or had close contact with any person with COVID-19 or with any person reasonably suspected of having COVID-19 or with any person who travelled outside of Canada in the last 14 days or with any person who travelled in an area under a travel health advisory in the last 14 days.
10. I represent and warrant to the Releasees that I have not been advised by any governmental or health authority, including but not limited to, the Government of Canada, Ontario Public Health, any provincial health authority, my doctor, or the Ontario Ministry of Health website to self-isolate due to possible exposure to COVID-19.
11. I have adhered to the physical distancing protocols established by the Government of Canada.
12. I am fully aware of the risks and hazards with respect to COVID-19 inherent in my attendance at the Facility and participation in the activities at the Facility.
13. **I have reviewed the list of COVID-19 protocols attached to this Waiver and accept my responsibility for compliance with, and agree to fully comply with, such protocols during my use and participation of activities at the Facility.**
14. I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities at the Facility or attendance at the Facility, howsoever arising, including, but not limited to, the failure of the Releasees to actively enforce or accurately communicate the protocols that I must comply with when using the Facility.
15. I agree that this Waiver shall be effective from the date of signature below and any and all future dates and times of entry and use that I (or my child/ward) make of the Facility until such date and time that I cease entry and use of the Facility.
16. **In the event that I (or my child/ward) develop COVID-19 symptoms or if there are any material changes to the representations made herein, I (and my child/ward) will immediately cease participation in the activities at the Facility and immediately leave the Facility. In such an event, I (and my child/ward) will not re-enter the Facility or participate in the activities at the Facility unless I (and my child/ward) am able to make all of the representations in this Waiver and I re-sign a new waiver with substantially the same terms as this Waiver.**

17. I agree to indemnify the Releasees from any and all third party claims, howsoever arising, for any loss, liability, damage or cost they might incur, including, but not limited to, claims arising in whole or in part by my negligent or intentional acts or omissions while participating in the activities of, or attending at, the Facility.

18. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am participating in the activities of, or attending at the Facility, howsoever arising, including, but not limited to, being caused by the failure of the Releasees to actively enforce or accurately communicate the protocols that I must comply with when using the Facility or a failure to adequately sanitize surface areas, including equipment and furniture, in the Facility.

19. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of, or while attending at, the Facility, howsoever caused, including, but not limited to being caused by the failure of the Releasees to actively enforce or accurately communicate the protocols that I must comply with when using the Facility or a failure to adequately sanitize surface areas, including equipment and furniture, in the Facility.

20. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of, or attending at, the Facility under the terms of any statute, including, but not limited to, any claims under the *Occupiers' Liability Act*, R.S.O. 1990, c. O.2, as amended; and, the *Negligence Act*, R.S.O. 1990, c. N.1, as amended.

21. I understand and acknowledge that the laws of the Province of Ontario shall apply to all matters relating to this Waiver regardless of the activity location, that the exclusive jurisdiction for any dispute with the Releasees resides in provincial or in federal

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court in Ontario. I expressly consent to the exercise of personal jurisdiction in connection with any dispute with the Releasees arising from my participation in the activities at the Facility or while at the Facility.

22. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the Province of Ontario, and that the invalidity or unenforceability of any term of this Waiver does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.

23. I acknowledge that in contract disputes, any ambiguity within the contract is generally interpreted against the contract drafter which in this case is the Releasees; however, with this knowledge, I do hereby agree that any ambiguity within this Waiver is to be interpreted in favour of the Releasees.

24. I acknowledge receipt of, and agree to comply with, the COVID-19 protocols in the Schedule(s) attached to this Waiver, each of which is initialed by me and each of which is a fully disclosed component of this Waiver.

I understand that there are inherent and unforeseen risks involved in attending at, using, and participating in the activities at the Facility. I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this Waiver freely and voluntarily; the statements above are true; and, I intend my signature to be a waiver and complete and unconditional release of all liability due to errors or omissions of the Releasees or the inherent risks of attending at and participating in the activities at the Facility, particularly since COVID-19 continues to be an active virus in the community. I agree and understand that the Releasees are permitting entrance into the Facility based upon the representations made herein.

Attendee signature: _____ Printed Name: _____ Date: _____

PLEASE CHECK ONE:
___ I am at least 18 years old; or
___ I am signing below on behalf of the following Minor(s):
(i) _____ (ii) _____
(iii) _____ (iv) _____

(Print name of each minor above and add more names below if required)

Pursuant to Ontario’s *Electronic Commerce Act, 2000*, this Waiver may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document.

ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF AN ATTENDEE UNDER THE AGE OF EIGHTEEN (18)

1. I am the parent or guardian of the above-named minor (the “Minor”). I give my consent for the minor’s participation in the activities at the Facility and to attend the Facility. I represent that the Minor is in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Minor) and that I have the legal authority to enter into this Waiver on behalf of the Minor.

2. I acknowledge and agree to reimburse the Releasees and do hereby covenant and agree with the Releasees that I will at all times hereafter indemnify the Releasees of and from all claims and demands, suits or actions or claims for contribution or indemnity whether under the *Negligence Act*, the *Occupiers Liability Act* or otherwise which may be made or brought against the Releasees by the said above named Minor, or on his behalf or in any way arising out of the said accident and injuries including the costs of defending any such suits, actions or claims.

SIGNATURE: _____ PRINTED NAME: _____

DATE: _____