

# RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

**WARNING! By signing this document you will waive certain legal rights. Please read carefully.**

## Coronavirus/COVID-19 Waiver

### TOWN OF PICTOU – Pictou Recreation and Parks

#### Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

#### PLEASE READ CAREFULLY

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. As a result, federal, provincial, and local governments such as Pictou Recreation and Parks, Town of Pictou, and federal and provincial health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Pictou Recreation and Parks has put in place preventative measures to reduce the spread of COVID-19 at its summer programs and similar programs; however, Pictou Recreation and Parks cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the recreation program or similar activity could increase your risk and your child(ren)'s risk of contracting COVID-19. I understand that this Assumption of the Risk and Waiver of Liability agreement is in addition to, and is not a substitute for, any other documentation or registration information that I might be required to execute by Pictou Recreation and Parks in order to enroll my child(ren) in the Pictou Recreation and Parks recreation program or similar activity.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the recreation program or similar activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the recreation program or similar activity may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Pictou Recreation and Parks, including employees and volunteers, and program participants and their families.

I VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MY CHILD(REN) OR MYSELF (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I OR MY CHILD(REN) MAY EXPERIENCE OR INCUR IN CONNECTION WITH MY CHILD(REN)'S ATTENDANCE AT THE PICTOU RECREATION AND PARKS PROGRAM OR PARTICIPATION IN PICTOU RECREATION AND PARKS PROGRAMMING ("CLAIMS"). ON MY BEHALF, AND ON BEHALF OF MY CHILDREN, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS PICTOU RECREATION AND PARKS-TOWN OF PICTOU, ITS MAYOR, COUNCILLORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, OF AND FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Pictou Recreation and Parks, its Mayor, Councillors, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Pictou Recreation and Parks program or similar activity.

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Signature of Parent/Guardian

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Date

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Print Name of Parent/Guardian

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Full Name(s) of Participant(s) in Pictou Recreation and Parks program or similar activity