

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS

PLEASE READ CAREFULLY

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

This waiver & declaration must be completed prior to participating in any activity or event of the Chilliwack Minor Hockey Association (the “**CMHA**”).

The novel coronavirus (i.e. SARS-CoV-2) (“**COVID-19**”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread mainly by contact from person to person. Consequently, local, provincial, and federal government authorities recommend various measures and prohibit a variety of behaviors, in order to reduce the spread of the virus.

The Chilliwack Minor Hockey Association (the “**CMHA**”) is committed to safeguarding the health and safety of its members and the general public and seeks to ensure that it complies with any recommendations and requirements of Federal, Provincial, and local health authorities.

However, the CMHA cannot guarantee that you (or your child) will not become infected with COVID-19. Further, attending any event or activity could increase your (or your child, if participant is a minor/ or the person you are the parent or legal guardian of) risk of contracting COVID-19, despite all preventative measures put in place.

The individual(s) named below (referred to as "**you**"), including your child (if they are a minor and you are the parent or legal guardian), desires to enter the premises of an event, meeting, or gathering in affiliation (the "**Premises**") with the CMHA, a British Columbia Society, with an office located at _____, BC, Canada, to engage in any event, activity, program or service of the CMHA, as a volunteer, an attendee, a participant or otherwise (the "**Activities**"). As lawful consideration for being permitted by the CMHA to be on the Premises and engage in the Activities, you agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

Declarations

1. You acknowledge the highly contagious nature of COVID-19 and you voluntarily assume the risk that you (or your child, if participant is a minor and the person you are the parent or legal guardian of) could be exposed or infected by COVID-19 by attending the Premises

or participating in the Activities. Being exposed or infected by COVID-19 may particularly lead to injuries, diseases, or other illnesses.

2. You declare that you (or your child, if participant is a minor and the person you are the parent or legal guardian of) are participating voluntarily in the Activities.
3. You declare that neither you (or your child, if participant is a minor and the person you are the parent or legal guardian of) nor anyone in your household, has experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, respiratory illness, difficulty breathing).
4. If you (or your child, if participant is a minor and the person you are the parent or legal guardian of) experience, or if anyone in your household experiences any cold or flu-like symptoms after submitting this declaration, you (or your child, if participant is a minor and the person you are the parent or legal guardian of) will advise the CMHA immediately and will not attend any of the Premises or Activities until at least 14 days have passed since those symptoms were last experienced.
5. You (or your child, if participant is a minor and the person you are the parent or legal guardian of) declare that neither you (or your child, if participant is a minor and the person you are the parent or legal guardian of) nor any member of your household has travelled to or had a lay-over in any country outside of Canada, or in any Province outside of British Columbia, in the past 14 days.
6. If you (or your child, if participant is a minor and the person you are the parent or legal guardian of) travel, or if anyone in your household travels, outside of British Columbia after submitting this declaration, you (or your child, if participant is a minor and the person you are the parent or legal guardian of) will not attend any of the Premises or Activities until at least 14 days have passed since the date of return.
7. You (or your child, if participant is a minor and the person you are the parent or legal guardian of) agree to comply with the requirements and recommendations of Federal, Provincial and local Public health authorities and to those special safety regulations put in place by the CMHA as they pertain to COVID-19 and to adopt all necessary measures to those effects when attending the Premises or participating in the Activities including, without limitation, requirements related to hand sanitation, social and physical distancing, and use of face coverings.

Waiver

8. You voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to yourself (or your child, if participant is a minor and the person you are the parent or legal guardian of) including, but not limited to, personal injury, disability and death, illness damage, loss, claim, liability or expense, of any kind, that you (or your child, if participant is a minor and the person you are the parent or legal guardian of) may experience or incur in connection with your (or your child's, if participant is a minor and the person you are the parent or legal guardian of) attendance at the Premises or the Activities.
9. You (or your child, if participant is a minor and the person you are the parent or legal guardian of) agree to release the CMHA, their officers, directors, employees, agents and volunteers (together, the "**Releasees**") from any and all causes of action, claims, demands, requests, damages or any recourse whatsoever in respect of any personal injuries or other damages which may occur or arise as a result of exposure to COVID-19 attendance at the Premises or the Activities.
10. You (or your child, if participant is a minor and the person you are the parent or legal guardian of) do hereby acknowledge and agree that notwithstanding the generality of the foregoing, you declare that you will not commence litigation or otherwise seek to recover damages or other compensation against the Releasees based on any action, claim, demand, request, loss or any recourse whatsoever arising from any potential or actual exposure to COVID-19 while attending at the Premises or participating in the Activities.
11. Notwithstanding the generality of the foregoing, you shall defend, indemnify, and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against the Releasees in a final non-appealable judgment, arising out or resulting from any claim of a third party related to the Activities or your (or your child's) being on the Premises.
12. This Agreement constitutes the sole and entire agreement of the CMHA and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. 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. This Agreement is binding on and shall inure to the benefit of the CMHA and you and your respective 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 British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule whether of the Province of British Columbia or any other jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of British Columbia and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON YOUR BEHALF AND, IF APPLICABLE, ON BEHALF OF YOUR CHILD, and YOUR HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE CMHA AND THE RELEASEES.

Signed:

Printed Name:

Address:

Date: _____

(IF APPLICABLE) I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____