

Adult



COVID-19 RELEASE OF LIABILITY

BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE – PLEASE READ CAREFULLY

To: the Tsuut'ina Nation, and its Chief and Council, affiliates, officers, agents, assigns, directors, employees, and shareholders.

In consideration for being permitted to use the facilities, premises, equipment, fitness machines, services, meeting rooms and/or programs offered by the Tsuut'ina Nation o/a Seven Chiefs Sportsplex (the "Sportsplex"), I agree to the following Release, Waiver and Assumption of Risk Agreement (the "Release").

AWARENESS OF RISK

- I understand that there is the risk of possible exposure to and being infected with COVID-19 by using and accessing the Sportsplex, including but not limited to the Meeting Rooms, Fitness Centre, Field House, Running Track or Ice Arenas. I have informed myself of and understand the risks associated with my using the Sportsplex, including the risk of possible self-isolation, physical quarantine, severe illness, hospitalization or death, and freely accept these risks.
- I acknowledge that the Tsuut'ina Nation has taken appropriate measures to clean and sanitize the Sportsplex to mitigate the risk and potential exposure to COVID-19. However, I understand that there is still the risk of being infected with COVID-19, even with the measures taken by the Tsuut'ina Nation to clean and sanitize the Sportsplex.
- I acknowledge that facility staff may limit my access to the Sportsplex, or any of its programs, in the event that I am showing or exhibiting visible symptoms of COVID-19, as defined by Health Canada.
- I am not aware of any medical condition that would increase my vulnerability or risk of being infected with COVID-19. If I have any concerns about my medical condition that may increase my vulnerability or risk of being infected with COVID-19, I will consult with my physician before accessing or participating in any activities at the Sportsplex.

RELEASE and WAIVER

In consideration of being able to access or participate in activities at the Sportsplex, I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf, **covenant not to sue**, and hereby **waive, release and discharge** the Tsuut'ina Nation, its affiliates, officers, agents, directors, employees, shareholders and landowners, and anyone acting for or on their behalf, from **any and all claims of liability**, for any illness, hospitalization, loss of life or financial loss of any kind or nature, arising out of being infected with COVID-19 while accessing or participating in any activities at the Sportsplex. This Release and Waiver applies to all claims, foreseen or unforeseen, including negligence and breach of statutory or other duty of care (including that owed under the *Occupier's Liability Act*).

I certify that I have read this legal document in its entirety, I understand all of its terms and conditions and I have had the opportunity to ask any questions I may have about this document.

I recognize that by signing this document I am waiving certain legal rights, including the right to sue.

Participant Signature

Witness Signature

Participant Name

Witness Name (please print)

Date