

Child

## COVID-19 CONSENT AND WAIVER

### 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 (hereinafter the "Nation:").

In consideration for my child (named below) 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 and possibility of my child possibly being exposed 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 child using the Sportsplex, including the risk of having to self-isolate, physical quarantine, severe illness, hospitalization or death, and freely accept these risks on behalf of my child.
- I acknowledge that the Tsuut'ina Nation has taken appropriate measures to clean and sanitize the Sportsplex to mitigate the risk and possibility of my child being exposed to COVID-19. However, I understand that there is still the risk of my child 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 child's access to the Sportsplex, or any of its programs, in the event that my child is 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 child's vulnerability or risk of being infected with COVID-19. If I have any concerns about any medical condition that my child has, which may increase their vulnerability or risk of being infected with COVID-19, I will consult with my child's physician, before allowing my child to access or participate in any activities at the Sportsplex.

#### RELEASE and WAIVER

In consideration of my child being able to access or participate in activities at the Sportsplex, I hereby for myself and my child, or any others who may claim on my behalf or on behalf of my child, **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 my child 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 any owed under the *Occupier's Liability Act* and the *Fatal Accidents 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 confirm that this Consent and Waiver binds me, and that I am a parent or legal guardian of the child named below.**

**I recognize that by signing this document I am waiving certain legal rights, including the right to sue, for me and my child.**

\_\_\_\_\_  
Child First and Last Name (Please Print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Parent/Legal Guardian First and Last Name (Please Print)

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date