



## PARTICIPANT ACKNOWLEDGMENT, RELEASE, INDEMNITY, & ASSUMPTION OF RISK REGARDING COVID-19

Please complete section (A) if participant is over 18 years of age, and (B) if participant is under 18 years of age:

(A) I, \_\_\_\_\_ hereby acknowledge and agree to the following, in consideration of my participation in activities (“Activities”) organized, operated by and/or at Bancroft Fitness:

Or

(B) I/We, \_\_\_\_\_ being the parent(s)/legal guardian(s) of \_\_\_\_\_ hereby acknowledge and agree to the following, in consideration of my participation in activities (“Activities”) organized, operated by and/or at Bancroft Fitness:

1. I/We acknowledge that the World Health Organization has classified the Coronavirus Disease (“COVID-19”) outbreak as a global pandemic and am/are aware of the risks of COVID-19. I/We specifically acknowledge and agree that I am/we are aware of the risks to personal health, including by the failure to follow physical distancing protocols, flowing from COVID-19, and that I am/we are assuming, on my own behalf and, if signed on behalf of a participant under 18years, on their behalf, all health risks and adverse health related consequences caused by or arising from engaging in any Activities (the “Assumed Risks”).
2. I/We acknowledge that the Organizers are implementing the **Ontario COVID-19 Protocols** (“Protocols”). I/We specifically acknowledge and agree that I am/we are aware of Protocols, that I/we will abide by the Protocols, and that the Protocols are subject to all federal, provincial and municipal laws, regulations, by-laws and orders as they may exist from time to time.
3. I/We hereby release Bancroft Fitness, and all other associations, sanctioning bodies and sponsoring companies, and all the respective employees, volunteers, agents, officials, servants, contractors, representatives, successors and assigns (“Releasees”) from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all damages, personal injuries, death or property losses which I/we may suffer arising out of or connected with the Assumed Risks, the content or implementation of the Protocols (including without limitation the conduct of any screening of any individual), and the preparation for, or participation in the Activities, notwithstanding that any such losses were caused solely or partly by the negligence of any of the Releasees.
4. I/we do hereby agree to indemnify and hold harmless the Releasees from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of any of the Releasees that may be made or initiated by, or on behalf of my/our child, arising out of or connected with the Assumed Risks as they relate to

me/us and/or my/our child, the content or implementation of the Protocols as they relate to me/us and/or my/our child, and my/our child's preparation for and/or participation in any of the Activities.

5. And, I/we hereby acknowledge and agree:

- (a) that I/we understand that none of the Releasees assumes any responsibility whatsoever for my safety or the safety of my/our child during the course of any preparation for or participation in the aforesaid Activities;
- (b) that I/we will comply with the implementation of the Protocols and that any failure on my/our part (or on the part of my/our child) to comply with the Protocols and their implementation may have consequences (including without limitation a withdrawal of permission for me or my/our child to participate in any Activity or Activities) and could jeopardize relevant insurance coverage;
- (c) that I/we understand that the implementation of Protocols may involve the collection, use and disclosure of personal information about me or my/our child and I/we consent to same;
- (d) that I/we have carefully read this Acknowledgment, Release, Indemnity, and Assumption of Risk, that I/we fully understand same, and that I am/we are freely and voluntarily executing same;
- (e) that I/we have been given the opportunity and that I am/we are encouraged to seek independent legal advice prior to signing this document;
- (f) that I understand that the Organizers would not permit me or my/our child to participate in any Activities unless I signed this Acknowledgment, Release, Indemnity, and Assumption of Risk, which applies to all Activities whether occurring in the near or distant future and that the terms of this document need to be brought to my/our attention each time I participate in a Program in order for it to be effective;
- (g) that the term Activities as used herein includes, without limiting the generality of that term, training sessions, clinics and events that are in any way authorized, sanctioned, organized or operated by any of the Organizers on its own or together with another;
- (h) that this Acknowledgment, Release, Indemnity, and Assumption of Risk agreement is binding on myself/ourselves, my/our heirs, my/our executors, administrators, personal representatives and assigns.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*If under 18 years of age, please have a parent or guardian sign below.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_