

SCHEDULE "A" TO THE ICE PERMIT RENTAL

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK/WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT

Please read this document (the "Waiver") carefully, as it affects your future legal rights. Please provide your initials on each page after reading. By signing below, you (on behalf of yourself or your minor child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood the Waiver and agreed to its terms. Each individual attending the City Facility below must complete and sign the Waiver. A parent/guardian of a minor Attendee must complete and sign the Waiver on behalf of the minor Attendee. This Waiver must be carefully read and signed in consideration of the opportunity of being a willing Attendee permitted to enter the Premises. As used herein, the term "Releasees" is defined to include the following: The Corporation of the City of Sault Ste. Marie, their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns.

BETWEEN:

_____ (INSERT NAME) AND THE CORPORATION OF THE CITY OF SAULT STE. MARIE (CITY)

In consideration of _____ (INSERT NAME) being allowed to participate in _____ (INSERT CONTRACT HOLDER'S NAME) at the City Facility known as _____, Sault Ste. Marie, Ontario and related events and activities, under Permit _____ (INSERT PERMIT NUMBER) (hereinafter referred to as the "Activities") the undersigned acknowledges, appreciates and agrees as follows:

1. I expressly acknowledge and agree that my attendance at the City Facility and participation in the Activities may involve the risk of serious injury and/or death and/or property damage. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19.
2. I am fully aware of the risks and hazards inherent in my attendance at the City Facility and participation in the Activities and I voluntarily, knowingly and freely assume all risks associated with participating in the Activities at the City Facility, including but not limited to my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including but not limited to _____ (INSERT CONTRACT HOLDER'S NAME) or their staff and/or volunteers, falls, injuries, illnesses, infectious diseases including but not limited to COVID-19, death, and navigating any and all obstacles and any defects of the City Facility.

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE RELEASEES WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of the Releasees or, the inherent risks of participating in the Activities.

Attendee Signature: _____ Printed Name: _____

Date: _____

PLEASE CHECK ONE: _____ I am at least 18 years old; or _____ I am younger than 18 years old and my Parent or Guardian has reviewed this Waiver and signed below.

INITIALS

PAGE 2

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF SIGNING) = This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the RELEASEES and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the RELEASEES for all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the extent provided by law. I HAVE LEGAL AUTHORITY TO ENTER THIS AGREEMENT ON BEHALF OF THE MINOR.

Name of Minor Attendee: _____

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____

Pursuant to Ontario's Electronic Commerce Act, 2000, this Waiver may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document.

Waiver Signed by: Kyle Brick on Aug 5, 2021

Signature: _____