

APPENDIX "A"

WAIVER/RELEASE FOR DAMAGES INCLUDING COMMUNICABLE DISEASES

As used within this document, the term "Releasees" is defined to include the following:

The Corporation of Walpole Island First Nation (WIFN), their respective Councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees, and assigns.

Please read this document (the "Waiver") carefully, as it affects your future legal rights and 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 Walpole Island Sports Complex (WISC) must complete and sign the Waiver. A parent/guardian of a minor Attendee must complete and sign the Waiver on behalf of each minor Attendee.

Participants undertake to report back to Walpole Island Sports Complex any positive test results following the event and shall provide WIFN with any required permissions necessary to provide contact information to health organizations for contact tracing purposes and shall give the city permission to communicate any potential exposure to others involved in the event.

This Waiver must be carefully read and signed in consideration of the opportunity of being a willing Attendee permitted to enter the Premises.

WAIVER BETWEEN: _____ **(the Releasor) AND**
Walpole Island First Nation **(the Releasee)**

In consideration of _____ (Print Name) being allowed to participate in _____ (Ex. Hockey) with the following organization _____ (write organization) at the Walpole Island Sports Complex in Walpole Island, Ontario (WISC) and related events and activities (hereinafter referred to as the Activities) the undersigned acknowledges and agrees the following.

1. I expressly acknowledge and agree that my attendance at the WISC and my participation in the Activities may involve the risk of property damage and/ or death and/or serious injury including the possibility of exposure to, and illness from, infectious and communicable diseases such as COVID-19.
2. I am fully aware of the inherent risks and hazards that result from my attendance at the WISC and through participation in the Activities, I voluntarily, knowingly and freely assume all such risks including but not limited to, risks resulting from my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including but limited to staff and/or volunteers, falls, injuries, illnesses, infectious diseases including COVID-19, death and navigating any and all obstacles and any defects of the WISC.
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 persons or property WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I confirm that I have read this document in its entirety and that I fully understand its terms. I understand that by signing below, I am giving up substantial legal rights, including the right to sue the Releasees, that may otherwise be available to me. I confirm that I am signing this agreement voluntarily and without coercion and further confirm

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Walpole Island First Nation

that I intend my signature to be a waiver and complete and unconditional release of any and all liability arising from the negligent acts of the Releases or resulting from the inherent risks of participating in the Activities.

Date: _____

Attendee Signature

Printed Name

Please Check One:

I confirm that I am at least 18 years old; or

I confirm that I am younger than 18 years old and that my Parent or Guardian has reviewed this Waiver and signed below.

PARENTAL/GUARDIAN ACKNOWLEDGEMENT

FOR PARTICIPANTS OF MINORITY AGE

(Under age 18 at the time of signing)

I, _____ certify that I, as a parent/guardian with legal responsibility for the above participant, have read, fully understand and explained the provisions in this waiver/release to my child/ward including the inherent risks of participation in the Activities and that I have explained his/her personal responsibilities for strictly adhering to the rules and regulations implemented to protect him/her against injury and communicable diseases.

Further, I confirm that my child/ward fully understands and accepts these inherent risks and accepts his/her responsibilities.

I, for myself, my spouse and my 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 THE RELEASEES' NEGLIGENCE.

I confirm that I have legal authority to execute this agreement on behalf of the following minor participant.

Name of Minor Attendee: _____

Date: _____

Parent/Guardian Signature

Printed Name

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