



Waivers and Agreements

Please take the time to carefully review this Release. By signing this Release you are agreeing to bring no claims against the Releasees. You are advised to seek independent legal advice before you sign.

- COVID-19:** I will take actions to prevent the spread of COVID-19; I agree to adhere to physical distancing guidelines in effect in the Province of Ontario and the local Public Health Unit or as directed by YMCA staff/volunteers while visiting the YMCA. I further recognize and understand that while the YMCA has implemented measures to reduce the spread of COVID-19 the YMCA cannot guarantee that I will not become infected by COVID -19 while attending the YMCA or participating in YMCA programs.
- ASSUMPTION OF RISK:** I understand that participant rules will be provided for my safety and I agree to abide by them. I recognize and understand those rules will not and do not eliminate risk of harm to me and I hereby acknowledge and agree that participation in YMCA Programs, Services, On-line Videos, Facilities ("YMCA Programs") comes with inherent risks. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participation and that I am voluntarily assuming said risks, including but in no way limited to: injuries from physical exertion; injuries caused by my action or inaction, other participants, program equipment or structures, buildings; changing weather conditions; changes or variations in the terrain; slips, trips, and falls; encounters with nature including toxic plants and animals; failure to stay within my own ability; injuries related to water-based activities; negligence or the acts or omissions of other participants; SARS-CoV-2 and COVID-19 and other infectious or communicable diseases and viruses.
- WAIVER, INDEMNITY AND RELEASE:** In consideration of the YMCA allowing me or my child to participate in YMCA Programs or otherwise use YMCA facilities, I hereby agree to waive any and all claims that I or my child have against the YMCA (including its, administrators, agents, board members, officers, employees, volunteers, successors and assigns) (collectively "the Releasees") and to release, indemnify and hold harmless the Releasees from any and all liability for any loss, damage, expense or injury (including, but not limited to, property damage or loss, death, physical and mental injury, disability, disease, virus, infection or any form of infectious/contagious/communicable disease) that I, my child or any third party may suffer arising from, or in relation to, my and my child's attendance at the YMCA, or use of the YMCA premises/equipment or participation in YMCA activities, due to or arising from negligence, breach of contract, breach of any statutory duty or other duty of care, including any duty of care owed under the *Occupiers Liability Act* on the part of the Releasees or failure to protect me and my child from the inherent or latent dangers of participating in the YMCA programs, provided that the Releasees shall not be released from any liability due to or arising from the gross negligence, intentional torts or recklessness of any of the Releasees.
- LOSS/THEFT** - I understand and agree that the YMCA of Simcoe/Muskoka is not responsible for any loss or theft of my belongings or money. I understand and agree that, as a parent or guardian, I will be responsible for reimbursement of any willful destruction to site and/or equipment, including graffiti, incurred as a result of my child's actions or actions of minors for whom I am responsible.
- If any provision herein is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. For greater certainty, any decision or declaration that one or more of the provisions are null and void shall have no effect on the remaining provisions of this Agreement, which shall remain in force.

Initial
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I hereby acknowledge and agree that I have had time to review this assumption of risk and release form prior to signing, carefully read, fully understand, and am freely and voluntarily executing same. By signing below, I hereby agree to the waivers and agreements as stated above:

Signature: _____ Date: _____