

Valley Tennis Club

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS – COVID-19

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

PLEASE READ CAREFULLY!

I wish to enter the tennis facility of the Valley Tennis Club located at 3865 Yonge Street, Toronto M4N 2P2 (Mailing address: 3230 Yonge Street Box 1412, Toronto M4N 3P6) in order to play, coach, observe or otherwise be involved in the sport of tennis.

In exchange for Valley Tennis Club's permission to allow me into the Tennis Facility to engage in tennis, I agree to the terms and conditions set forth in this agreement (this "Agreement").

ASSUMPTION OF RISK REGARDING COVID-19

1. I am aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus COVID-19 ("COVID-19") and the risk that I may be exposed to or contract COVID-19 or other infectious diseases by being at the tennis facility and engaging in tennis.
2. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage.
3. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Valley Tennis Club employees, volunteers or other representatives.
4. I understand that, while Valley Tennis Club has implemented preventative measures to reduce the spread of COVID-19, Valley Tennis Club cannot guarantee that I will not become infected with COVID-19 or other infectious diseases while at the tennis facility, and that being at the tennis facility may increase my risk of contracting COVID-19.
5. NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE TENNIS FACILITY TO ENGAGE IN TENNIS WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE, ARISING FROM MY BEING AT THE TENNIS FACILITY OR ENGAGING IN TENNIS, WHETHER CAUSED BY THE NEGLIGENCE OF VALLEY TENNIS CLUB OR OTHERWISE.

AGREEMENT TO COMPLY WITH COVID-19 REQUIREMENTS

1. I am familiar with federal, provincial, and local laws, orders, directives, and guidelines related to COVID-19. I will comply with all such orders, directives, and guidelines while at the tennis facility, including, without limitation, requirements related to hand sanitizing, social and physical distancing, and use of face coverings. I agree not to enter the tennis facility if I am experiencing symptoms of COVID-19 (including but not limited to cough, shortness of breath, or fever), have

a confirmed or suspected case of COVID-19, or have come in contact in the last fourteen days with a person who has been confirmed or suspected of having COVID-19.

WAIVER and RELEASE OF COVID-19 CLAIMS

1. I waive and release all claims which I have or may in the future have against Valley Tennis Club, and its affiliates, and their respective officers, directors, employees, volunteers, agents, representatives, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my being at the tennis facility or engaging in tennis, due to any cause whatsoever, without limitation, arising from COVID-19. This waiver and release applies to all claims I may have, whether arising out of the negligence of Valley Tennis Club or any other Releasee or otherwise, including without limitation, claims alleging breach of any statutory or other duty of care. I covenant not to make or bring any such claim against Valley Tennis Club or any other Releasee, and forever release and discharge Valley Tennis Club and all other Releasees from liability under such claims.
2. I shall defend, indemnify, and hold harmless Valley Tennis Club and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim related to the Activity or my being at the Tennis Facility.
3. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Province in which the tennis facility is located, and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province in which the tennis facility is located, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE VALLEY TENNIS CLUB AND THE RELEASEES.

NOTE: The following signature is required if this agreement is being signed on behalf of a person under the age of 18 years old.

I am the parent or legal guardian of minor(s) named in this record. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this agreement on behalf of the minor.

If the law does not allow me to waive and release the claims of a minor, then I agree to fully indemnify Valley Tennis Club and the Releasees and hold them harmless in the event that a claim relating to COVID-19 is advanced against Valley Tennis Club or a Releasee by or on behalf of the minor.

Name

Signature

Date