

# RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

**PLEASE READ THIS DOCUMENT CAREFULLY**



**Initials**

I, \_\_\_\_\_, \_\_\_\_\_,  
[Print Name] [Apt. and Street]  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
[City] [Province/State] [Postal/Zip Code] [Birth Date: dd/mm/yy]

acknowledge and agree that in consideration of being permitted to use the Facilities (as hereinafter defined) and participate in tennis organized, staged and/or operated by **West Vancouver Tennis Club** (hereinafter referred to as **WVTC**)

1. **I DO HEREBY RELEASE WVTC** and its directors, officers, employees, independent contractors and agents from all liability whatsoever, whether in an action of contract, negligence or other sort, arising from novel coronavirus, COVID-19 (“**COVID-19**”) or any disease or illness in relation to COVID-19 resulting from the use of the facilities of WVTC including without limitation the tennis courts, club house and grounds (the “**Facilities**”) and **DO HEREBY WAIVE** as against **WVTC** and its directors, officers, employees, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries (including death) or property losses which I may suffer arising out of or connected with COVID-19 or any disease or illness in relation to COVID-19 resulting from the use of the Facilities, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of **WVTC**, or any of its directors, officers, employees, independent contractors or agents.

2. **I HEREBY ACKNOWLEDGE AND AGREE THAT:**

- COVID-19 has been declared a global pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact;
- There is a risk of exposure to or infection by COVID-19 while using the Facilities, despite any COVID-19 safety protocols put in place by WVTC;
- I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by using the Facilities and that such

exposure or infection may result in serious personal injury, illness, permanent disability, death or property loss;

- I understand that neither **WVTC** nor any of its directors, officers, employees, sponsors, independent contractors or agents represent or warrant that the Facilities are free of COVID-19 or any disease or illness related to COVID-19.
- I understand that the risk of becoming exposed to or infected by COVID-19 by using the Facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, WVTC and its directors, officers, employees, sponsors, independent contractors or agents;
- I nevertheless ***freely and voluntarily assume all the aforesaid risks and hazards***, and that, accordingly, my use of the Facilities ***shall be entirely at my own risk***;
- I have carefully read this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** (the "**Agreement**"), that I fully understand same, and that I am freely and voluntarily executing same;
- I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against **WVTC**, its directors, officers, employees, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain from my use of the Facilities, whether or not such loss or injury is caused solely or partly by the negligence of **WVTC** or any of its directors, officers, employees, sponsors, independent contractors and/or agents;
- I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;
- I clearly understand that **WVTC** would not permit me to use the Facilities unless I signed this Agreement, that this Agreement applies to the use of the Facilities whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by **WVTC** or one or more of their representatives;
- This Agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns; and
- This Agreement may be in addition to another agreement I must sign as a condition of my use of the Facilities and that I am bound by the terms and conditions of both agreements.

\_\_\_\_\_  
Participant Name (Please Print)

\_\_\_\_\_  
Witness Name (Please Print)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

This Agreement must be completed, initialed, dated, signed and witnessed prior to using the Facilities.