



WAIVER AND INDEMNITY AGREEMENT ON BEHALF OF A MINOR AND COVID-19 HEALTH QUESTIONNAIRE

I UNDERSTAND THAT THIS DOCUMENT, WHEN AGREED TO BY ME, WILL WAIVE LEGAL RIGHTS AND CREATE LEGAL OBLIGATIONS IN ACCORDANCE WITH ITS TERMS, BOTH FOR MYSELF AND THE MINOR PERSON NAMED HEREIN, AND I MAKE THESE AGREEMENTS AND DECLARATIONS UNDERSTANDING SUCH CONSEQUENCES.

I (print name of parent/guardian below) hereby declare and agree as follows:

That I am a member at the club known as Evergreen Squash Club of West Vancouver, a registered Society ("the Club"). If not applicable, print N/A.

That I am the parent or legal guardian of the child named below (the "Child") who is a member at the club known as Evergreen Squash Club of West Vancouver, a registered Society ("the Club").

WAIVER, RELEASE AND INDEMNITY

1. By checking "Agree", I hereby declare and agree to the following:

In recognition of the infectious nature of the COVID-19 virus, and the potential to be infected by a person showing no symptoms of exposure to the virus, I understand that there exists a risk that the Child could be infected with the COVID-19 virus as a result of his/her attendance at the Club, and suffer serious medical consequences, even death, as well as financial loss, and in full knowledge and understanding of these risks, for and on behalf of the Child, and his/her heirs, successors and estate, I hereby irrevocably waive as against the Club and its directors, officers, employees, sponsors, independent contractors and agents, as well as the Members at the Club any and all recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all COVID-19-related personal injury, loss or death which the Child may suffer arising out of or connected with his/her attending at and using the facilities of the Club, even if such injuries or losses may have been caused solely or partly by the negligence or breach of duty of the Club.

Agree Initials _____

2. By checking "Agree", I hereby declare and agree to the following:

Furthermore, I on my own behalf and on behalf of the Child and our heirs, successors and estate, do hereby release the Club from all liability to me, the Child, and our heirs, successors and estate, from any consequence, claim or liability arising from any harm, loss, injury or other adverse effect related to the COVID-19 virus, including death, occurring to the Child as a result of his/her attending at and using the facilities of the Club.

Agree Initials _____

3. By checking "Agree", I hereby declare and agree to the following:

I do hereby agree to indemnify, defend and hold harmless the Club and its members, volunteers, agents, employees and contractors from and against any and all liability, claims, actions, demands, losses, damages or expenses (including legal fees on a solicitor and own client basis) arising from or related to the COVID-19 pandemic in connection with the Child attending at and using the facilities at the Club.

Agree Initials _____

4. By checking "Agree", I hereby declare and agree to the following:

I acknowledge that the Child would not be permitted to attend at the Club and participate in racket sports and other activities during the current COVID-19 pandemic crisis if I do not make the agreements and declarations hereunder, and that I, and the Child, are bound by the terms and conditions of this agreement to the full extent permitted by law.

Agree Initials _____

5. By checking "Agree", I hereby declare and agree to the following:

I UNDERSTAND THAT BY COMPLETING AND SUBMITTING THIS DOCUMENT I AM WAIVING LEGAL RIGHTS THAT I OR THE CHILD MAY OTHERWISE HAVE, AND THAT I AM ASSUMING LEGAL OBLIGATIONS BY THE INDEMNITY HEREIN GRANTED BY ME. I ACKNOWLEDGE BEING ADVISED BY THIS DOCUMENT THAT, SHOULD I OR THE CHILD HAVE NEED FOR LEGAL ADVICE WITH RESPECT TO THE CONTENT AND APPLICATION OF THIS DOCUMENT, I WILL OBTAIN INDEPENDENT LEGAL ADVICE TO SAFEGUARD MY INTERESTS AND THOSE OF THE CHILD IN THIS REGARD.

Agree Initials _____

HEALTH DECLARATIONS

6. I hereby declare that neither the Child nor anyone else in the Child's household, nor anyone with whom the Child has had contact within the last fourteen days, has to my knowledge experienced any symptoms known or understood or suspected to be linked to the COVID-19 virus; these include, but are not limited to, fever, cough, sore throat, respiratory illness, and difficulty in breathing, and any other symptoms published by any

authority of the provincial health ministry for BC. If the Child or anyone in the Child's household, or any person with whom the Child has had contact, to my knowledge, develop or experience any such symptoms after I submit this form, I agree that I will ensure that the Child does not visit the Club for a minimum of fourteen days after such symptoms have entirely disappeared.

Agree Initials _____

7. I hereby declare that neither the Child nor any member of the Child's household, or to my knowledge any person with whom the Child or members of the Child's household have been in contact, have travelled to or from or had a lay-over in any country outside of Canada in the past fourteen days. If the Child or anyone in the Child's household travels to or from any country outside of Canada after submitting this form, the Child will not visit the Club for a minimum period of the longer of a) fourteen days after the date of return to Canada, and b) the completion of any quarantine period required by the provincial health authority or any other authority having jurisdiction in that regard.

Agree Initials _____

8. I hereby declare that I have read and reviewed with the Child, and I and my Child understand and agree to act in all respects in compliance with, the policies and guidelines currently posted at the Club premises or on the Club's website or circulated by email by the Club, as such may be amended from time to time.. I understand and agree that I am at all times responsible for the Child's compliance with such policies, guidelines, regulations or requirements.

Agree Initials _____

9. I have discussed with the Child, and I hereby acknowledge, accept and agree that the Club has adopted a zero tolerance policy with regard to the accuracy of the information provided by me herein, and also with regard to the strict observation by both myself and the Child of all regulations and rules established and posted by the Club for the purpose of protecting the safety of our members and staff during the COVID-19 crisis. Breach or contravention of any of the posted rules and regulations, or conduct that may or could place the health of staff or members in jeopardy, and inaccuracies in these health declarations will be grounds for the Child to be removed from the Club premises, denied access to the Club for the duration of the COVID-19 emergency, and may be grounds for my or the Child's suspension or expulsion from the Club.

Agree Initials _____

10. Agree and Declared upon this date.

Signature

Date