



Jewish Community Centre of Greater Vancouver

RELEASE OF LIABILITY, WAIVER OF CLAIMS, CONSENT FORM AND INDEMNITY AGREEMENT (the “AGREEMENT”)

I, _____, on my own behalf, and for and on behalf
of

(the “Applicant(s)”), for whom I am the parent and/or legal guardian, **DO HEREBY
AGREE AS FOLLOWS:**

A. VOLUNTARY ASSUMPTION OF RISK

1. Activities, Programs, and Facilities

I, and the Applicant(s) if any (collectively, “We” or “Us”), am/are aware that as a member or guest of the Jewish Community Centre of Greater Vancouver (the “JCCGV”), and/or as a participant in any programs, lessons, daycare, childcare or activities offered by or through the JCCGV (the “JCCGV Programs and Activities”) I (We) will be given access to the JCCGV premises and facilities (the “JCCGV Facilities”), including equipment of the JCCGV used in connection with JCCGV Programs and Activities.

I (We) understand that participation in aquatics, sports, dance, fitness training, strength and weight training, aerobic exercise, daycare, childcare, and/or any other recreational, cultural, social or other form of activity can result in physical injuries, and/or aggravation of pre-existing health conditions, injuries or congenital defects. I (We) acknowledge that prior to participation in any JCCGV Programs and Activities, I (We) should seek medical approval if I (We) know or suspect that such participation may pose a risk to me (Us), or if I (We) have any concern about my or the Applicant(s)’ fitness or suitability for such activities. I (We) represent and warrant that I (We) are in good health and physical condition, or have been approved by a medical practitioner to participate fully in the JCCGV Programs and Activities, and I (We) accept full and complete responsibility for my and the Applicant(s)’ ability to healthfully participate in all JCCGV Programs and Activities.

I (We) understand that JCCGV staff does not assume responsibility for supervising children under 12 years of age when not attending a registered program. I (We) agree

that the JCCGV is not responsible for children left unattended before programs start or after they have finished.

I (We) further understand that at the JCCGV Facilities, and while participating in any JCCGV Programs and Activities, other children, adults, staff, volunteers, personal trainers, program instructors and assistants will be interacting with each other and utilizing common areas, facilities and equipment, and that there are many risks, dangers and hazards arising from such use and interaction. I (We) further understand that some JCCGV Programs and Activities will take place at locations other than at the JCCGV Facilities, and that there are many risks, dangers and hazards arising from transportation to and from the JCCGV Facilities to such program locations and while at such program locations. Such risks, dangers and hazards include but are not limited to: inadequate coaching, instruction or supervision; inadequate safety precautions, cleaning, maintenance, warnings, or equipment; negligence on the part of the JCCGV or any of its directors, officers, staff, program instructors, assistants or volunteers; negligence of other participants or spectators; being struck by objects or other participants; collisions with objects, persons, or vehicles, including while on public transportation or any transportation provided by the JCCGV; adverse reaction from exposure to allergens; exposure to illnesses, viruses, or disease; loss of balance, slips and falls; drowning, shock, burns, sunburns, food borne illness, or dehydration; fractures, sprains, strains, paralysis, soft tissue injury, spinal cord injury, psychological injury, head, neck or brain injury, and other bodily injury.

I (We) understand and freely assume all such risks, both known and unknown, including but not limited to accidental death or serious disability, arising from my and/or the Applicant(s)' attendance at and use of the JCCGV Facilities, and participation in all JCCGV Programs and Activities, including but not limited to all lessons, programs or courses I (We) register to participate in.

2. COVID-19 Worldwide Pandemic

I am (We are) aware that there is a worldwide pandemic arising from the Covid-19 virus (the "Virus"). I am (We are) aware that the Virus is transmitted via liquid droplets when a person coughs or sneezes. The Virus can enter through these droplets through the eyes, nose or throat if you are in close contact with an infected person, and can be spread by touch if a person has used their hands to cover their mouth or nose when they cough.

I (We) understand that by accessing the JCCGV Facilities and participating in JCCGV Programs and Activities there is a risk that the Virus may be transmitted to me (Us).

I (We) also understand that information regarding the Virus is new and developing, and protocols and recommendations for best practices to reduce the spread of infection of the virus may be changed as information develops on an ongoing basis.

3. Voluntary Assumption of Risk – CONSENT and AGREEMENT

By entering into the JCCGV Facilities and/or participating in and/or registering for JCCGV Programs and Activities, I (We) hereby acknowledge and agree that I (We) do so at my or our own risk, and that I (We) **DO HEREBY CONSENT TO, FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

B. MEDICAL TREATMENT AND PRIVACY CONSENT FORM

4. Consent to Medical Treatment

I (We) hereby agree that by executing this AGREEMENT, I (We) give the JCCGV staff permission in the event of an emergency, to act on my behalf and/or on behalf of the Applicant(s) as the case may be, and for the physician in attendance to hospitalize and secure proper treatment that may be needed for me and/or the Applicant(s).

5. Consent to Collection and Use of Personal Information

I (We) understand that in order to become a member, employee, or guest of the JCCGV, and/or to participate in JCCGV Programs and Activities, the JCCGV may collect and store personal information about me (Us). Personal information collected by the JCCGV includes but is not limited to biographical information, financial information, contact information, medical information, personal health information including temperature or other vital statistics, likes and preferences, comments and feedback provided, and photographs or videos.

I (We) hereby authorize the JCCGV to collect such information and to use it to manage its membership and program database, to run and assess its programs and services, for membership cards and controlling access to the JCCGV Facilities, to communicate with me (Us), for fundraising and marketing purposes, to respond to public health emergencies, to provide emergency care to me (Us), for employment or volunteer opportunities, and for any other use in accordance with its Privacy Policy, as may be amended from time to time, or as may be required by law. The JCCGV's Privacy Policy is available for viewing on its website <https://www.jccgv.com>.

I (We) understand that photos or videos may be taken of me (Us), and I (We) hereby consent to such photos or videos being taken and used for marketing, advertising and promotional purposes for the JCCGV and/or for JCCGV Programs and Activities.

C. RELEASE AND WAIVER OF LIABILITY and INDEMNITY

TO THE JCCGV and all of its board members, employees, staff, independent contractors, program instructors, volunteers, agents, successors and assigns, executors, heirs and representatives (collectively, the “RELEASEES”):

In consideration for being provided access to the JCCGV Facilities and/or being permitted to participate in JCCGV Programs and Activities, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, **I (WE) DO HEREBY AGREE AS FOLLOWS:**

- A. **TO WAIVE ANY AND ALL CLAIMS** that I (We) have or may have in the future against the RELEASEES OR ANY OF THEM, and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I (We) may suffer, or that my or the Applicant(s)' next of kin may suffer, resulting from my and/or the Applicant(s)' attendance at or use of the JCCGV Facilities or equipment and/or participation in any JCCGV Programs and Activities, **DUE TO ANY CAUSE WHATSOEVER INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, AND ANY FAILURE ON THE PART OF THE RELEASEES OR ANY OF THEM TO SAFEGUARD ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

- B. **TO INDEMNIFY AND HOLD HARMLESS** the RELEASEES and each of them from any and all liability for any damage to property or personal injury to any third party, resulting from my or the Applicant(s)' participation, observation, attendance at, involvement in or in any way connected to the JCCGV Facilities and/or JCCGV Programs and Activities.

- C. **AS PARENT or LEGAL GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE APPLICANT(S), I CONSENT AND AGREE TO THE APPLICANT(S)' RELEASE OF ALL THE RELEASEES,** and for myself, my heirs, assigns and next of kin, **I RELEASE AND AGREE TO INDEMNIFY** THE RELEASEES from any and all liabilities in any way connected to or arising out of the Applicant(s)' attendance at the JCCGV Facilities and/or participation in any JCCGV Programs and Activities.

Initial Here:

- D. This AGREEMENT shall be binding upon me (Us) and our heirs, next of kin, executors, administrators, assignees, personal representatives, and guardians, in the event of my or the Applicant(s)' death or incapacitation.
- E. This AGREEMENT shall be governed by and interpreted solely in accordance with the laws of the province of British Columbia, and the laws of Canada applicable therein.
- F. I (We) am/are not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the JCCGV Facilities or JCCGV Programs and Activities, other than what is set forth herein.
- G. I (We) confirm that I (We) have read and understand this AGREEMENT prior to signing it, and I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS which me or my heirs, next of kin, executors, administrators, assigns and representatives may have against the RELEASEES, and I AM WAIVING CERTAIN LEGAL RIGHTS OF THE APPLICANT(S).

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE LEGAL RIGHTS INCLUDING
THE RIGHT TO SUE**

PLEASE READ CAREFULLY BEFORE SIGNING

Date: _____

SIGNATORY:

Name: _____
(Please print)

Signature: _____

WITNESS:

Name: _____
(Please print)

Signature _____

APPLICANT(S):

Name: _____
(Please print)

Name: _____
(Please print)

Signature: _____
(if applicant is 16-18 years old)

Name: _____
(Please print)

Name: _____
(Please print)

Signature: _____
(if applicant is 16-18 years old)