



**CITY OF MARKHAM - FACILITY RENTALS
COVID-19 Acknowledgement, Waiver and Indemnification**

The World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Provincial and Federal authorities recommend social distancing to prevent the spread of COVID-19. Contracting COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Use of City of Markham facilities or participation in City of Markham programs could increase the risk of you or your child contracting COVID-19. Notwithstanding that the City of Markham has put in place preventative measures to reduce the spread of COVID-19, as with any public facility, the City of Markham cannot guarantee that you or your child will be safe from airborne illnesses such as COVID-19, or colds and flu while using City of Markham facilities or participating in its programs.

PLEASE READ CAREFULLY

In completing the below, please refer to the attached Ministry of Health COVID-19 Reference Document for Symptoms.

COVID-19 Acknowledgement, Waiver and Indemnification:

I, _____ (Print full name), on behalf of myself and / or my child / children listed below (collectively, the "Participants"), registered to participate in the Program conducted by _____ (the "User Group"), in consideration of The Corporation of the City of Markham (the "City") permitting the Participants to participate in the Program activities conducted at / on City of Markham facilities:

- (a) confirm that at the time of signing this Covid-19 Acknowledgement, Waiver and Indemnification, that the Participants are not experiencing, and have not experienced in the past fourteen (14) days, any Covid-19 symptoms;
- (b) acknowledge, understand and agree:
 - (i) to comply, and ensure all Participants comply, with all safety protocols put in place by the City or the User Group for the Program;
 - (ii) to immediately advise User Group staff if any of the Participants, or anyone they have come into close contact with, experience any symptoms of Covid-19;
 - (iii) that the Participants will no longer be permitted to participate in the Program should the Participants, or anyone coming into close contact with the Participants, experience any symptoms of Covid-19, unless and until these are assessed and determined not to be Covid-19; and
 - (iv) that the City and/or the User Group may use the Participants' contact information for the purpose of contact tracing by public health authorities should others in the Program test positive for Covid-19.
- (c) acknowledge and understand that Covid-19 is an existing virus present in the general population and that participation in the Program activities may put the Participants, and anyone in close contact with them, at elevated risk of being exposed to Covid-19, which can lead to severe illness, personal injury, permanent disability, and death (the "Harms");
- (d) freely and willingly accept and assume the risk of and responsibility for any and all Harms whatsoever arising in connection with participation in the Program;
- (e) along with the heirs, next of kin, executors, administrators and assigns of the Participants, or any other person who may claim on behalf of the Participants, agree to waive all claims that the Participants have or may have in the future against the User Group, the City and its elected officials, directors, officers, employees, subcontractors, volunteers and/or agents (collectively the "Releasees") and release and forever discharge the Releasees from all liability for any Harms, or other loss and liabilities of whatsoever nature or kind arising out of or in any way connected with participation in the Program;
- (f) agree to indemnify the Releasees for any and all actions, suits, claims and demands which may be brought against or made upon the Releasees and all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the Releasees as a result of participation in the Program; and
- (g) agree not to make any claims or take any proceedings against any person or corporation who or which might claim contribution and indemnity or relief from the Releasees.

BY SIGNING BELOW, I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND EACH ITEM AND ALL PARTS IN THIS ACKNOWLEDGEMENT, WAIVER AND INDEMNIFICATION, AND HAVE AGREED TO BE BOUND BY ITS TERMS FREELY AND VOLUNTARILY.

<p>PARTICIPANT</p> <hr/> <p>SIGNATURE</p> <p>NAME: _____</p> <p>DATE: _____</p> <p><i>*THE PARENT OR LEGAL GUARDIAN OF ANY MINOR CHILD (UNDER THE AGE OF 18) LISTED BELOW IS REQUIRED TO SIGN ON THEIR BEHALF.</i></p> <p>NAME OF CHILD/CHILDREN (IF APPLICABLE) - PLEASE PRINT:</p> <hr/>	<p>WITNESS</p> <hr/> <p>SIGNATURE</p> <p>NAME: _____</p> <p>DATE: _____</p>
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