



WAIVER and RELEASE

In consideration of the acceptance of my application to attend the program sponsored by the Recreation & Community Services Department, Town of Penetanguishene, I hereby waive and forever discharge the Corporation of the Town of Penetanguishene, its employees, agents, instructors, officers, and elected officials from all claims, damages, costs and expenses in respect to injury or damage to myself, property, however caused, which I may sustain as a result of the participation in the program, provided such claims are not caused by the negligence of the Town of Penetanguishene.

COVID-19

I acknowledge that the Town of Penetanguishene (The Town) has put in place preventative measures to reduce the spread of COVID-19; however, the Town cannot guarantee that I will not become infected with COVID-19. Further, attending the Town's educational or recreation programs could increase my risk of contracting COVID-19 and those persons I come into contact with the Participant after attending the program.

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 attending the Town's programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Town's programs may result from the unintended actions or omissions of me and/or others, including, but not limited to, Town employees, volunteers, and other program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with the Participant's attendance and participation in the Towns programming ("Claims").

I hereby release, covenant not to sue, discharge, and hold harmless the Town, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Town, its employees, agents, and representatives, whether a COVID- 19 infection occurs before, during, or after participation in the Town's recreational or educational programming.

Name (please print):

Signature:

Date: