

22 Section 22: COVID-19 Conditions

(a) The Contract Holder acknowledges and agrees that use of the City Facility permitted herein may include possible exposure to and illness from infectious diseases including but not limited to COVID-19. The Contract Holder knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the City and acknowledges and agrees that the indemnity provision above in Section 15 extends and applies to any cause of action related to COVID-19 or any other infectious diseases resulting from the Contract Holder or any of the Contract Holder's invitees, guests or participants in relation to or in connection with the Contract Holder's use of the City Facility. Further, the Contract Holder for itself and on behalf of its invitees, guests and participants in relation to in connection with the Contract Holder's use of the City Facility hereby releases and holds harmless The Corporation of the City of Sault Ste. Marie its councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, losses, costs, charges and other proceedings (including without limitation those relating to any infectious disease including COVID-19, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the use of the City Facility permitted under this Permit.

(b) The Contract Holder shall require any invitee, guest, spectator and participant to sign a waiver in the form provided by The Corporation of the City of Sault Ste. Marie prior to participating, spectating or otherwise being present at the City Facility during the Contract Holder's use of the City Facility permitted by this Permit. The Contract Holder shall keep the original waivers signed as required herein, and shall immediately produce same to the City upon demand.

(c) The Contract Holder shall provide the City with information and any documentation supporting COVID-19 safeguards in place by the Contract Holder upon request by the City. The Contract Holder shall provide documentation satisfactory to the City that it is a permitted as an entity to use the City Facility in accordance with any applicable Provincial or other relevant legislation.

(d) The Contract Holder acknowledges and agrees that while a City Facility is in use by the Contract Holder or any persons under the Contract Holder's care, the Contract Holder shall ensure any and all Public Health directives relating to COVID-19 are being strictly adhered to by the Contract Holder and all of the Contract Holder's invitees, guests, spectators and participants. The Contract Holder is responsible for to ensure all COVID-19 regulations, signage, requirements, rules and regulations are in place and adhered to, including any directives that may be issued from any entity that the Contract Holder may also report to (ie. a provincial or national organization if applicable).

(e) The Contract Holder acknowledges and agrees that the City may at any time without notice amend or add additional requirements to this agreement, which includes immediate termination of this Permit on the basis of any Provincial Order that may impact the use of the City Facility. Upon receipt of any written notice, the Contract Holder shall forthwith comply with any and all newly amended and/or additional terms as required by the City. Upon discovery of non-compliance with any term of this provision or any provincial order shall result in immediate termination of this Permit and the Contract Holder's right to use the City Facility. The City shall not be responsible for any losses to the Contract Holder from any termination of this Permit.

Customer

Date

WAIVER REQUIRED FOR ICE PERMIT RENTAL

PURSUANT TO SECTION 22(B) OF YOUR ICE PERMIT RENTAL, IT IS YOUR RESPONSIBILITY TO ENSURE THAT:

- You and each invitee, guest, spectator and participant complete and sign the waiver attached as Schedule "A" to this Ice Permit Rental PRIOR to participating, spectating or otherwise being present at the City Facility during your use of the City Facility permitted by this Permit;
- You keep the original waivers signed as required herein; AND
- You shall immediately provide copies of all original waivers immediately upon demand by the City.

SCHEDULE "A" TO THE ICE PERMIT RENTAL

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19
ASSUMPTION OF RISK/WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT

Please read this document (the "Waiver") carefully, as it affects your future legal rights. Please provide your initials on each page after reading. By signing below, you (on behalf of yourself or your minor child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood the Waiver and agreed to its terms. Each individual attending the City Facility below must complete and sign the Waiver. A parent/guardian of a minor Attendee must complete and sign the Waiver on behalf of the minor Attendee. This Waiver must be carefully read and signed in consideration of the opportunity of being a willing Attendee permitted to enter the Premises. As used herein, the term "Releasees" is defined to include the following: The Corporation of the City of Sault Ste. Marie, their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns.

BETWEEN:

_____ (INSERT NAME)

AND

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (CITY)

In consideration of _____(INSERT NAME) being allowed to participate in _____ (INSERT CONTRACT HOLDER'S NAME) at the City Facility known as _____, Sault Ste. Marie, Ontario and related events and activities, under Permit _____ (INSERT PERMIT NUMBER) (hereinafter referred to as the "Activities") the undersigned acknowledges, appreciates and agrees as follows:

1. I expressly acknowledge and agree that my attendance at the City Facility and participation in the Activities may involve the risk of serious injury and/or death and/or property damage. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19.

2. I am fully aware of the risks and hazards inherent in my attendance at the City Facility and participation in the Activities and I voluntarily, knowingly and freely assume all risks associated with participating in the Activities at the City Facility, including but not limited to my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including but not limited to _____ (INSERT CONTRACT HOLDER'S NAME) or their staff and/or volunteers, falls, injuries, illnesses, infectious diseases including but not limited to COVID-19, death, and navigating any and all obstacles and any defects of the City Facility.

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE RELEASEES WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of the Releasees or, the inherent risks of participating in the Activities.

Attendee signature: _____ Printed Name: _____

Date: _____

PLEASE CHECK ONE: ___ I am at least 18 years old; or ___ I am younger than 18 years old and my Parent or Guardian has reviewed this Waiver and signed below.

INITIALS
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FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF SIGNING) = This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the RELEASEES and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the RELEASEES for all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the extent provided by law. I HAVE LEGAL AUTHORITY TO ENTER THIS AGREEMENT ON BEHALF OF THE MINOR.

Name of Minor Attendee: _____

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____

Pursuant to Ontario's Electronic Commerce Act, 2000, this Waiver may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document.