

NANAIMO PICKLEBALL CLUB - INDOOR PICKLEBALL PLAY AT OLIVER WOODS

ASSUMPTION OF RISKS AND OBLIGATIONS, RELEASE OF LIABILITY AND WIAVER OF CLAIMS

(the "AGREEMENT")

BY ACKNOWLEDGING AND ACCEPTING THIS AGREEMENT, THE UNDERSIGNED ASSUMES CERTAIN RISKS AND OBLIGATIONS AND AGREES TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

ACKNOWLEDGEMENT OF RISK

1. The undersigned participant acknowledges and agrees that the **RISK** associated with participating in games of pickleball at Oliver Woods, in **CONTRACTING COVID-19**.

ACCEPTANCE OF RISK

2. The undersigned participant accepts the **RISK OF CONTRACTING COVID-19** by choosing to enter the Oliver Woods Community Center to participate in pickleball games.

OBLIGATIONS OF THE PARTICIPANT

3. The undersigned participant will be required to strictly abide by any and all policies as set by and overseen and enforced by the Nanaimo Pickleball Club concerning the control of **COVID-19**.
4. The undersigned participant is under an obligation to notify the Nanaimo Pickleball Club representation at that play session if they observe any other participant not strictly abiding to the **COVID-19** prevention policies.
5. The undersigned participant will not attend or use the courts if they are experiencing any symptoms of **COVID-19**, if they have been in immediate contact with anyone who is experiencing symptoms of **COVID-19** or if they are otherwise under an obligation to self-isolate or remain under quarantine.

ACCEPTANCE OF OBLIGATIONS

The undersigned participant accepts his/her obligations under this Agreement and acknowledges that a breach of these obligations on their part could result in the temporary suspension of their membership for pickleball play as determined by the Nanaimo Pickleball Club Executive.

WAIVER

6. The undersigned participant hereby waives and releases the Nanaimo Pickleball Club and associated directors and volunteers from any and all claims that the undersigned participant may have in the future for:
 - a. any loss or damage the undersigned participant may suffer due to contracting COVID-19, including sickness or death as a result of entering the Oliver Woods Facility for purposes of pickleball play, or as a result of the Nanaimo Pickleball Club or its volunteers not enforcing any of the COVID-19 safety policies; and
 - b. any removal or other discipline imposed on the undersigned participant resulting from any breach of their obligations under this agreement.

GENERAL

7. The headings contained in this Agreement are for convenience only and do not limit the scope or intent of this agreement.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and

9. Any Litigation involving the parties of this Agreement shall be brought within the province of British Columbia.
10. The undersigned participant hereby agrees to indemnify the Nanaimo Pickleball Club, associated directors and volunteers for all liability, expense, costs, damages, losses, claims, actions, causes of action incurred or suffered by reason of the undersigned participant's breach of this Agreement.
11. Electronic acceptance of this agreement will have the same enforcement as if it had been signed.

The undersigned participant has read the Agreement, fully understands the contents and agrees to be bound by its terms. They also understand that they have given up substantial legal rights by acknowledging and agreeing to this Agreement. The undersigned participant acknowledges that they are over 19 years of age.

Participant's signature

Participant's name in block letters

Date
