

RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE
(READ CAREFULLY BEFORE SIGNING)

The undersigned hereby acknowledges that participation in risk-oriented programs and activities involves an inherent risk of physical injury and assumes all risks. The undersigned hereby agrees that for the sole consideration of Eclipse Track and Field Club Inc., allowing the undersigned to participate in these programs and activities for which or in connection with which Eclipse Track & Field Club Inc. has made available any facilities, equipment, grounds, or personnel for such programs or activities or to the undersigned while participating in any such programs for activities, the undersigned does hereby release and forever discharge Eclipse Track and Field Club Inc., Cathy Barry and the Board of Directors, its members individually, and its officers, agents and employees of any and from all claims, demands, rights and causes of action of whatever kind or nature, arising from and because of any known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, resulting from any participation in any way connected with such programs and activities.

I further covenant and agree that for the consideration stated above I will not sue Eclipse Track and Field Club Inc., Cathy Barry, the Board of Directors, its members individually, its officers, agents, or employees for any claim for damages arising or growing out of my voluntary participation in above said activities. I understand that the acceptance of this release and covenant not to sue Eclipse Track and Field Club Inc., Cathy Barry, the Board of Directors, its members individually, its officers, agents, or employees shall not constitute a waiver in whole or in part, of sovereign or official immunity by said Board, its members, officers, agents, and employees. Further, I understand that this release, waiver of liability, and covenant not to sue shall be effective during the entire period of my enrolment with Eclipse Track and Field Club Inc., or participation in the risk-related activity. I have received a copy of this document and I certify that I am over 18 years of age and suffering under no legal disabilities and that I have read the above carefully before signing.

(READ CAREFULLY BEFORE SIGNING)

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, provincial, and municipal governments and federal and provincial health agencies recommend social distancing and have in many locations prohibited the congregation of groups of people.

Eclipse Track and Field Club Inc. (the Club) has put in place preventative measures to reduce the spread of COVID-19; however, the Club **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending the Club Training practices could increase** your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Club 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 Club may result in actions, omissions, or negligence of myself or others, including but not limited to, Club employees, volunteers and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) and myself (including, but not limited to, personal injury, disability and death), illness, damage, loss, claim, liability or expense of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the Club or participation in Club Programming ("Claims"). On my behalf and on behalf of my child(ren) I hereby release, covenant not to sue, discharge, and hold harmless the Club, 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 Club, its employees, agents, or representatives, whether COVID-19 infection occurs before, during or after participation in any Club Program.