



## WAIVER and RELEASE

In consideration of the acceptance of my application and the permission for me and/or my child named below to attend the Town of Penetanguishene facility and/or participate in a 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 me and/or my child, property, however caused, which me and/or my child may sustain as a result of attendance at the facility or 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 you and/or your child will not become infected with COVID-19. Further, attendance at a Town facility and/or participation in the Town's educational or recreation programs could increase the risk of contracting COVID-19 to you and/or your child and those persons who come into contact with you and/or your child after attending the Town Facility and/or program.

I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that me and/or my child may be exposed to or infected by COVID-19 by attending a Town facility and/or participating in a Town program 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 facility or programs may result from the unintended actions or omissions of the myself 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 to me and/or my child (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that me and/or my child may experience or incur in connection with my and/or my child's attendance at the Town Facility and/or participation in the Towns programming ("Claims").

On my behalf, and on behalf of my child, 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 attendance at the Town facility and/or participation in the Town's recreational or educational programming.

### Emergency Care

I also give my permission for myself and/or my child to be treated by emergency personnel in case of accident or injury.

### Photographs

I also give my permission for the Town of Penetanguishene to use photographs that may include me and/or my children for promotional use.

Attendee/Participant Name (please print):

Signature:

Date:

Emergency Contact Name and Number: