

Appendix B Acknowledgement, Release, Indemnity and Assumption of Risk regarding COVID -19

ONTARIO SPEED SKATING ASSOCIATION ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID-19 (FOR ADULTS & FOR THOSE UNDER THE AGE OF MAJORITY i.e. under 18)

WARNING! By signing this document, you will waive certain legal rights. Please read carefully

Participant's Name: _____

Date: _____

1. This ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID-19 is to be signed regarding each Participant in the sport of speed skating and/or the practices, training, races, events, programs and/or activities ("**Activities**") organized, operated, conducted or sanctioned by the Ontario Speed Skating Association ("**OSSA**") alone or with another organization, including with a member club of OSSA (each an "**Organizer**").
2. The undersigned, being the Participant and, if the Participant is under the age of 18, the Parent/Guardian of the Participant (each a "**Party**" and collectively the "**Parties**"), acknowledge(s) and agree(s) that:
 - (a) the World Health Organization has classified the Coronavirus Disease ("**COVID-19**") outbreak as a global pandemic and are aware of the risks of COVID-19;
 - (b) they are aware of the risks to personal health, including by the failure to follow physical distancing, flowing from COVID-19;
 - (c) they are assuming all health risks and adverse health related consequences to the Parties caused by or arising from engaging in any Activities (the "**Assumed Risks**");
 - (d) the Organizers are implementing OSSA's Return to Sport Protocols (the "**RTS Protocols**") the most recent version of which will be posted from time to time on OSSA's website;
 - (e) they are aware of the RTS Protocols, that they will abide by the RTS Protocols, and that the RTS Protocols are subject to all federal, provincial and municipal laws, regulations, by-laws and orders as they may exist from time to time;
 - (f) each of the Parties hereby releases the Organizers, their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, and representatives, (collectively the "**Releasees**") from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all damages, personal injuries, death, or property losses which either or both of the Parties may suffer arising out of or connected with the Assumed Risks, the content or implementation of the RTS Protocols (including without limitation the conduct of any screening of any individual), and the preparation for, or participation in, the Activities, notwithstanding that any such losses were caused solely or partly by the negligence of any of the Releasees;
 - (g) if the Participant is under the age of 18, the Parent/Guardian of the Participant hereby indemnifies and holds harmless the Releasees from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of any of the Releasees that may be made or initiated by arising out of or connected with the Assumed Risks as they relate to either or both of the Parties, the content or implementation of the RTS Protocols as they relate to either or both of the Parties, and preparation for and/or participation in any of the Activities;
 - (h) each Party understands that none of the Releases assumes any responsibility whatsoever for the safety of either or both of the Parties during the course of any preparation for or participation in the Activities;
 - (i) each Party will comply with the RTS Protocols and their implementation and that any failure on the part of either or both of the Parties to comply with the RTS Protocols may have consequences (including

without limitation a withdrawal of permission to participate in an Activity or Activities) and could jeopardize relevant insurance coverage;

(j) each Party understands that the implementation of the RTS Protocols may involve the collection, use and disclosure of personal information about of either or both of the Parties and each of the Parties consents to same;

(k) each Party has carefully read this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID19, and that each Party fully understands, and is freely and voluntarily executing, same;

(l) each Party has been given the opportunity, and that each Party is encouraged, to seek independent legal advice prior to signing this document;

(m) each Party understands that the Organizers would not permit either or both of the Parties to participate in any Activities unless the Parties have signed this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID19, which applies to all Activities whether occurring in the near or distant future, and that the terms of this document need not be brought to the attention of either of the Parties each time either or both of the Parties participate in an Activity in order for it to be effective;

(n) the term "Activities" as used herein includes, without limiting the generality of that term, training sessions, clinics, and events that are in any way authorized, sanctioned, organized or operated by any of the Organizers on its own or together with another, or to which OSSA has issued a permit;

(o) this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID19 is in addition to, and not a replacement for, any separate release, waiver, consent, or indemnity agreement which the undersigned has signed or to which the undersigned has otherwise agreed in relation to OSSA or any Activity; and

(p) this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID19 agreement is binding on each of the Parties, and their respective heirs, executors, administrators, personal representatives and assigns.

By signing below, you agree to be bound this ACKNOWLEDGEMENT, RELEASE, INDEMNITY and ASSUMPTION of RISK regarding COVID19.

Name of Participant (Please Print)

Signature of Participant

Date

Name of Participant **under 18** (Please Print)

Date of Birth if under 18

Name of Parent/Guardian (Please Print)

Signature of Parent/Guardian

Date