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Assumption of 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 known to spread mainly by contact from person to person. Consequently, local, provincial, and federal governmental authorities recommend various measures and prohibit a variety of behaviors, in order to reduce the spread of the virus.

I desire to participate in any and all activities provided by CFUW Kanata wherever they may be located (the "Activities"). As lawful consideration for being permitted to participate in the activities, I agree to all the terms and conditions set forth in this Agreement.

A. Representations

- 1) I acknowledge the highly contagious nature of COVID-19 and I voluntarily assume the risk that I could be exposed or infected by COVID-19 by participating in the Activities. Being exposed or infected by COVID-19 may particularly lead to injuries, diseases or other illnesses.
- 2) I declare that I am participating voluntarily in the Activities.
- 3) I declare that neither I nor anyone in my household has experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, respiratory illness, difficulty breathing).
- 4) If I or if anyone in my household experiences any cold or flu-like symptoms after submitting this declaration, I will not attend any CFUW activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
- 5) Neither I nor any member of my household has travelled to or had a lay-over in any country outside Canada, or in any Province outside of Ontario in the past 14 days. If I, or if anyone in my household travels, outside Ontario after submitting this declaration, I will not attend any CFUW activities, programs or services until at least 14 days have passed since the date of return.
- 6) I agree to the requirements and recommendations of National, Provincial and local Public health and other governmental authorities and to those special safety regulations put in place by CFUW as it pertains to COVID-19 and to adopt all necessary measures to those effects.
- 7) I agree to follow all instructions, recommendations and cautions of CFUW Kanata at all times during my participation in the Activities. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate, or I begin experiencing symptoms of COVID-19, I will immediately discontinue further participation in CFUW activities, programs, or services.

I agree that, by paying membership dues, I agree to the terms and conditions set out in this waiver, and I hereby waive and release any and all claims which I have or may have in future against CFUW Kanata or the Canadian Federation of University Women and their officers, directors, employees, agents, representatives, affiliates, successors and assigns (the “Releasees”), on account of injury, illness, disability, death or property damage arising out of or attributable to my participation in any CFUW Kanata activities, whether arising out of the negligence of CFUW Kanata or any other Releasee or otherwise, including without limitation, breach of contract, or breach of any statutory or other duty of care. I covenant not to make or bring any such claim against CFUW Kanata or any other Releasee, and forever release and discharge CFUW and all other Releasees from liability under such claims.

B. General Terms

- 8) This Agreement constitutes the sole and entire agreement of CFUW Kanata and me with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 9) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10) This Agreement is binding on and shall inure to the benefit of CFUW Kanata and me and our respective successors and assigns.
- 11) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Ontario and the federal laws of Canada applicable therein; without giving effect to any choice or conflict of law provision or rule (whether of the Ontario or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the courts of Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

Effective: 2021-2022