

DURHAM **SPORTZ**

ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION & RELEASE, AND COVID-19

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING DURHAM SPORTZ FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFORE.

1. **ACKNOWLEDGMENT OF RISKS:** I understand that Durham Sportz is committed to complying with the requirements and recommendations of national, provincial and local public health and other governmental authorities to reduce the transmission of COVID-19, and Durham Sportz has put in place and adopted all necessary measures to that effect. I recognize and understand these measures will not and do not eliminate risk of harm to myself and I hereby acknowledge and agree that participation in Durham Sportz activities and events comes with inherent risks including but in no way limited to COVID-19 transmission. I further recognize and understand that while Durham Sportz has implemented measures to reduce the spread of COVID-19, Durham Sportz cannot guarantee that you will not become infected by COVID-19 while participating in Durham Sportz activities.

2. **WAIVER, INDEMNITY AND RELEASE:** In consideration of Durham Sportz allowing me to participate in Durham Sportz activities, I hereby agree to waive any and all claims, causes of action, suits or demands that I have or may have against Durham Sportz (including its administrators, agents, representatives, board members, officers, employees, volunteers, successors and assigns) (collectively "the Releasees") and to release, indemnify and hold harmless the Releasees from any and all liability for any COVID-19 related loss, damage, expense or injury (including, but not limited to, death, physical and/or mental injury, disability, disease, virus, infection or any form of infectious/contagious/communicable disease) that I or any third party may suffer arising from, or in relation to, my participation in Durham Sportz Activities, due to or arising from negligence, breach of contract, breach of any statutory duty or any other duty of care on the part of the Releasees or failure to protect me from the inherent or latent dangers of participating in Durham Sportz Activities.

3. **COVID-19:** I will take actions to prevent the spread of COVID-19; I agree to adhere to guidelines, recommendations and protocols in effect in the province and municipality of our domicile, and as directed by Durham Sportz while engaging with Durham Sportz staff, volunteers and other participants. I will follow and adhere to Durham Sportz's screening guidelines and protocols regarding my attendance at Durham Sportz activities.

4. **EQUIPMENT & FACILITIES:** Durham Sportz rents its equipment from various school boards and public establishments. Players must respect the premises and clean up after themselves.

5. **ZERO TOLERANCE POLICY & SPORTSMANSHIP:** Durham Sportz will not tolerate or accept any unsportsmanlike behaviour. Players will be asked to leave the court and possibly the premises if they are involved in any acts such as swearing, intentionally making physical contact, or provoking/instigating an altercation with another player/staff member(s).

Name: _____
(Please Print)

Signature: _____

Date: _____