



## WAIVER / RELEASE OF LIABILITY FOR COMMUNICABLE DISEASES INCLUDING COVID-19

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### ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of becoming a member and being allowed access to the tennis courts operating under Dunmoore Tennis Club - DTC ("The Club") the undersigned acknowledges, appreciates, and agrees that:

- A. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,

#### **I AGREE TO ABIDE BY THE FOLLOWING RULES WHEN PLAYING AT THE CLUB:**

- 1) Physical (Social) Distancing Precautions: maintain a minimum distance of 2 metres (6 feet) with other members unless they live in the same household as you. Avoid all physical contact, for example shaking hands with other players. Stay on your side of the court.
- 2) Members are not to participate at The Club if they are ill, experiencing respiratory symptoms or have travelled outside of Canada in the past 14 days. Any member exhibiting respiratory symptoms at The Club will be asked to leave immediately.
- 3) High traffic areas such as washrooms, bleachers, picnic tables and benches will be off limits.
- 4) You are required to leave the court immediately after you finish playing.
- 5) Members **must** sanitize their hands immediately prior to punching in the gate code and touching the gate to enter The Club. Proper hand sanitation consists of either a 60% (or higher) alcohol-based hand sanitizer or use soap/water. It is the responsibility of the member to bring an alcohol-based hand sanitizer or soap/water from home.
- 6) Members should bring their own equipment and avoid sharing. No hoppers or more than six balls are allowed on the courts.



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- 7) Members must not allow entry onto the courts to any other members. All members will be provided with the gate code for their own use
- 8) **No guests are permitted to play at The Club at this time.**
- 9) There will not be any garbage cans or recycling bins at The Club. Whatever members bring to The Club must be taken with them when they leave.
- 10) Once members have completed playing at The Club, members will be required to send an email to: [Memberships.Dunmooretennisclub@gmail.com](mailto:Memberships.Dunmooretennisclub@gmail.com) with the following information:
  - first and last name of all members on the court
  - date of play
  - start and end times of play

Tracking members using The Club may be required to assist with communication and contact tracing if a member become infected with COVID-19. ***Be advised that personal information will be provided to City of Pickering and/or the Region of Durham upon request.***

- A. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation;
- B. I willingly agree to comply with the stated and customary terms and conditions for participation as regards to protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of The Club by email to [president.dunmooretennisclub@gmail.com](mailto:president.dunmooretennisclub@gmail.com)
- C. The undersigned, as primary member, and his/her associated members of The Club, as listed in the registration form, waives any and all claims against, releases from liability and agrees not to sue The Club, its members, officers, executives, volunteers, employees, agents and representatives and City of Pickering, its officers, executives, employees, agents and representatives (“Releasees”) for any



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personal injury, illness, death or any other loss sustained by the undersigned and his/her associated members for which the undersigned and his/her associated members be responsible arising out of, or in connection with the undersigned's and his/her associated members use of, or presence at, the designated municipal tennis courts operated by The Club.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY.

Name of primary member:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date Signed:

\_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE  
(UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this member, have read and explained the provisions in this waiver/release to my child including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child understands and accepts these risks and responsibilities. I for myself, my spouse, and child do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.



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Name of parent/guardian: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date Signed:

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