

## **CRAIG HENRY TENNIS CLUB**

### **MEMBER WAIVER AGREEMENT**

Please read this waiver, and then sign it.

#### **Release, waiver and indemnification**

- I recognize that participating in recreational tennis activities presents some inherent risks to my health and safety. In consideration of Craig Henry Tennis Club (the "Club") accepting my application for membership and/or my program registration I agree to accept these risks and understand that I am personally responsible for managing the health and safety of myself and any minors, dependent adults or guests in my care. I, for my heirs, executors, administrators and assigns, release and forever discharge the Club, its Executives, Directors, successors, agents or employees from any claims, demands, damages, actions or causes of action arising out of or in consequence of any loss, injury or damage to my person or property incurred while attending or using the facilities of the Club for any reason. I agree to indemnify the Club, its Executives, Directors, successors, agents or employees from any claims or demands which might be made against the Club, its Executives, Directors, agents or employees by others arising out of or in consequence of my actions while attending or using the facilities of the Club. At their sole discretion, the Club management, its Executives and Board of Directors reserve the right to deny access to the Club to those individuals whose behaviour they deem unsafe or unacceptable.

#### **Assumption of Risk and Waiver of Liability Relating to Coronavirus/Covid-19**

This waiver & declaration must be completed prior to or upon visiting the Craig Henry Tennis Club and before using the club courts. This waiver and declaration are part of the online registration process, and you must agree with everything in this document before finalizing your registration as a club member for the 2020 season. If you are a club member, then you agreed with the contents of this document.

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.

The Craig Henry Tennis Club and its members commit themselves to comply with the requirements and recommendations of Ontario National, Provincial and local Public health and other governmental authorities, and to put in place and adopt all necessary measures to that effect. However, the Craig Henry Tennis Club cannot guarantee that you (or your child, if participant is a minor/ or the person you are the tutor or legal guardian of) will not become infected with COVID-19. Further, attending the Activities could increase your (or your child, if participant is a minor/ or the person you are the tutor or legal guardian of) risk of contracting COVID-19, despite all preventative measures put in place.

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By signing or agreeing to this document,

- 1) I acknowledge the highly contagious nature of COVID-19 and I voluntarily assume the risk that I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) could be exposed or infected by COVID-19 by participating in the Craig Henry Tennis Club's activities. Being exposed or infected by COVID-19 may particularly lead to injuries, diseases or other illnesses.
- 2) I declare that I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) am participating voluntarily in the Craig Henry Tennis Club's activities.
- 3) I declare that neither I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) nor anyone in my household, have experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, respiratory illness, difficulty breathing).
- 4) If I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) experience, or if anyone in my household experiences any cold or flu-like symptoms after submitting this declaration, I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) will not attend any of the Craig Henry Tennis Club's activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
- 5) I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of), nor has any member of my household 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 my child, if participant is a minor/ or the person I am the tutor or legal guardian of) travel, or if anyone in my household travels, outside the Province of Ontario after submitting this declaration, I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) will not attend any of the Craig

Henry Tennis Club's activities, programs or services until at least 14 days have passed since the date of return.

- 6) I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) 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 the Craig Henry Tennis Club as it pertains the Covid-19 Coronavirus and to adopt all necessary measures to those effects.
- 7) I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) agree that, by filling out and signing this waiver and agreeing to the terms and conditions set out in it, I am giving up my legal rights to sue the Craig Henry Tennis Club and its officers and directors, in the event that I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of), contracts the Covid-19 Coronavirus.
- 8) I agree to respect all the health and safety measures related to COVID-19. My health and safety are ultimately my own responsibility.
- 9) I agree to inform the health authorities that I have been playing tennis at the Craig Henry tennis Club if I have symptoms or have tested positive for COVID-19. I will inform the club as well.

This document will remain in effect until the Craig Henry Tennis Club, as per the direction of the national, provincial and local government and health officials, determines that the acknowledgments in this declaration are no longer required.

This document is in addition to and does not replace all other Craig Henry Tennis Club waivers.

### **Indemnification by parent/guardian of junior under 18 years**

In consideration of the Club accepting this application, I agree to indemnify the Club, its Executives, directors, successors, agents or employees from any claims or demands which might be made for any reason against the Club, its Executives, Directors, successors, agents or employees arising out of or in consequence of the attendance at or use of the facilities of the Club by the minors under my care who applied for either membership or participation in activities offered by the Club.

### **Refund policy**

Club Membership fees are non-refundable. However, partial refunds can be considered on a case-by-case basis. Contact us at [info@craighenrytennis.com](mailto:info@craighenrytennis.com) to submit your request.

## Privacy policy

Your privacy is important to us. All personal information collected as part of this registration process will only be used for the purposes of club administration, sharing club news and updates with members, and fostering communication between members for social and league activities. This information will never be shared with third parties.

I HAVE SIGNED THIS DOCUMENT FREELY AND WITH FULL KNOWLEDGE.

\_\_\_\_\_  
Name of participant (print)

\_\_\_\_\_  
Name of parent/tutor/ legal guardian (print)  
(if participant is minor or cannot legally give consent)

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Signature of parent/tutor/legal guardian

Emergency contact name: \_\_\_\_\_

Emergency contact phone number: \_\_\_\_\_