

## **Canadian Japanese Cultural Centre of Hamilton (CJCC)**

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

*(To be executed by Participants who are the age of majority and older)*

- I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the public health authorities still recommend practicing social distancing. I further acknowledge that CJCC of Hamilton has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.
- I further acknowledge that CJCC of Hamilton cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, program instructors, volunteers, and other program participants and their families.
- I voluntarily seek services provided by CJCC of Hamilton and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my program session.
- I fully realize and understand that the CJCC has no insurance that covers infection from Coronavirus/COVID-19 or any other contagion.

#### **I attest that**

- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19
- I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19

# Canadian Japanese Cultural Centre of Hamilton (CJCC)

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

*(To be executed by Participants who are the age of majority and older)*

### Release of Liability and Disclaimer

**In consideration of the CJCC of Hamilton and Kawasaki Rendokan Judo Academy allowing me to participate, I agree:**

- a) That the sole responsibility for my safety remains with me.
- b) To ASSUME all risks arising out of, associated with or related to my participation.
- c) That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities.
- d) To WAIVE any and all claims that I may have now or in the future against the Organization.
- e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities of the CJCC of Hamilton.
- f) To FOREVER RELEASE and INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (Collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness breach of contract and/or breach of any statutory duty of care of the Organization.
- g) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization.
- h) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities.
- i) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities.
- j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
- k) I acknowledge that the Organization includes Kawasaki Rendokan Judo Academy, Canadian Japanese Culture Centre of Hamilton, Judo Ontario and Judo Canada.

### Jurisdiction

I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the Province of Ontario and further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules.

### Acknowledgement

I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

\_\_\_\_\_  
Name of Participant or Parent  
(Print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program

\_\_\_\_\_  
Name of Witness (Print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date