

COVID-19 WAIVER

WARNING – COVID-19: SEVERE ACUTE RESPIRATORY SYNDROME CORONAVIRUS 2 AND THE COVID-19 CORONAVIRUS DISEASE (INCLUDING ANY STRAINS, VARIANTS, OR MUTATIONS THEREOF) (COLLECTIVELY, “COVID-19”) ARE EXTREMELY CONTAGIOUS AND DANGEROUS AND COULD LEAD TO SEVERE ILLNESS AND/OR DEATH. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC AND PRIVATE LOCATION VENUE/ PLACE (INCLUDING ANY AND ALL VENUES USED FOR TISC PROGRAMMING AND ACTIVITIES) REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. NEITHER THE TORONTO INLINE SKATING CLUB, THE FACILITY AND VENUE OWNER AND/OR OPERATOR CAN GUARANTEE THAT PARTICIPANTS AND THOSE ACCOMPANYING NOT BECOME EXPOSED TO AND/OR INFECTED WITH COVID-19, INFLUENZA OR ANY OTHER AIRBORNE, AEROSOLIZED OR SURFACE TRANSMISSIBLE INFECTIOUS AND/OR COMMUNICABLE DISEASES, VIRUSES, BACTERIA OR ILLNESSES OR THE CAUSES THEREOF (COLLECTIVELY, “COMMUNICABLE DISEASES”) DESPITE ANY SANITIZATION OR OTHER EFFORTS THAT MAY BE IMPLEMENTED IN ORDER TO MITIGATE SUCH DANGERS. ASSUMPTION OF RISK RELATED TO COVID-19 AND OTHER

COMMUNICABLE DISEASES: By applying for membership, on their own behalf and/ or on behalf of any Accompanying Party (Family Member, Child) and/ or through participation, the applicant(s) /participant(s)/ accompanying party(ies) acknowledge(s) and expressly assume(s) all risks that are in any way related to or arising from being exposed to or contracting COVID-19 or any other Communicable Disease via participation in Toronto Inline Skating Club activities & programming and in transit to or from Toronto Inline Skating Club activities & programming. By applying for membership to the Toronto Inline Skating Club (and subsequently participating in programming and activities, or accompanying a person), the applicant(s) /participant(s)/ accompanying party(ies) acknowledge(s) and confirm(s), both now and in the future, an understanding and expressly assumes the risk of being exposed to COVID-19 or any other Communicable Disease. Applying for membership to the Toronto Inline Skating Club (and subsequently participating in programming and activities, the applicant(s) /participant(s)/ accompanying party(ies) understand(s) that these risks include contracting COVID-19 or other Communicable Diseases and the associated dangers, medical complications, and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or any other Communicable Disease. the applicant(s) /participant(s)/ accompanying party(ies) further acknowledge(s) and understand(s) that any interaction with the others (applicants, participants, accompanying parties) and the general public poses an elevated, inherent risk of being exposed to and contracting Communicable Diseases, including COVID-19, that it cannot be guaranteed that the applicant(s) /participant(s)/ accompanying party(ies) will not be exposed, and that potential exposure to or contraction of COVID-19 or any other Communicable Disease are risks inherent in the applicant(s) /participant(s)/

accompanying party(ies) decision to participate in Toronto Inline Skating Club programming and activities that cannot be eliminated.

WAIVER & RELEASE: THE APPLICANT(S), PARTICIPANT(S), ACCOMPANYING PARTY AND ANY OF THEIR RESPECTIVE PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN AND/OR ANY OTHER PERSON OR ENTITY THAT MAY BE ENTITLED TO MAKE A CLAIM ON THE APPLICANT(S), PARTICIPANT(S), ACCOMPANYING PARTY'S BEHALF, WAIVES, RELEASES, DISCHARGES, HOLDS HARMLESS AND COVENANTS NOT TO SUE THE TORONTO INLINE SKATING CLUB, MEMBERS OF THE BOARD OF DIRECTORS, COACHES, INSTRUCTORES, VOLUNTEERS AND THE OTHER RELEASEES WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, THAT MAY ARISE IN CONNECTION WITH OR IN ANY WAY RELATED TO (A) APPLICATION FOR MEMBERSHIP TO THE TORONTO INLINE SKATING CLUB, (B) PARTICIPATION AND/ OR OBSERVATION IN AND OF TORONTO INLINE SKATING CLUB PROGRAMMING AND ACTIVITIES ARRANGED, MANAGED AND PROMOTED BY THE RELEASEES, WHETHER OCCURRING BEFORE, DURING OR AFTER THE PROGRAMMING AND ACTIVITY, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) IN WHOLE OR IN PART, THE SOLE, JOINT, OR COMPARATIVE NEGLIGENCE, OR STRICT LIABILITY, OF THE RELEASEES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING THE LOCATION/ VENUE/ TRACK/ PLACE, INCLUDING, WITHOUT LIMITATION (X) ALL CLAIMS FOR LOSS OF OR DAMAGE TO PROPERTY, PERSONAL INJURIES, WRONGFUL DEATH, OR EXPOSURE TO OR CONTRACTION OF COVID-19 OR ANY OTHER COMMUNICABLE DISEASE BY THE APPLICANT(S), PARTICIPANT(S), ACCOMPANYING PARTY, OR OTHER INDIVIDUALS EXPOSED TO COVID-19 OR ANY OTHER COMMUNICABLE DISEASE BY THE APPLICANT(S), PARTICIPANT(S), ACCOMPANYING PARTY; AND (Y) ALL CLAIMS IN CONNECTION WITH THE APPLICATION OF ANY SECURITY AND/OR HEALTH AND SAFETY PROTOCOLS AND POLICIES TO THE APPLICANT(S), PARTICIPANT(S), ACCOMPANYING PARTY (THE "**RELEASED CLAIMS**").

INCLUSIVE BINDING: The acknowledgements and express assumptions of risk, waivers of claims, and releases of liability contained herein are intended to be binding and full waivers of claims and releases of liability, and interpreted to be as broad and inclusive as is permitted by law, including with respect to any controversy, claim or dispute that may arise related to exposure or contraction of COVID-19 or any other Communicable Disease. If any part hereof is held to be invalid or legally unenforceable for any reason, the remainder of the Terms shall not be affected thereby and shall remain valid and fully enforceable.

All TISC Members, Guests, and Visitors, and Accompanying Parties, Coaches, Instructors, Volunteers must follow, adhere to, and respect TISC's COVID-19 risk management protocols and strategies.