



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

This waiver & declaration must be completed prior to or upon visiting a designated indoor rental facility before participating in any activity delivered by Top Spin -The Winning Edge, Power Yoga Canada or another Yoga facilitator or activity provider in conjunction with Mohawk Park Tennis Club.

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 behaviours, in order to reduce the spread of the virus.

Mohawk Park Tennis Club, its board, volunteers, partners and its members commit themselves to comply with any reasonable and enforced 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, Mohawk Park 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 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 Mohawk Park Tennis Club's and/or Top Spin – The Winning Edge's and/or Power Yoga Canada's representative or another Partner'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 Mohawk Park Tennis Club's and/or Top Spin – The Winning Edge's and/or power Yoga Canada's or another Provider's activities.

3) 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) and that I abide to any enforceable public policy and use common sense to reduce any risk of spread regarding a contagious virus  
<https://www.ontario.ca/page/covid-19-testing-and-treatment#testing-positive-or-negative>

4) I attest to follow any applicable and enforced travel, testing and quarantine requirements enforced by the Government of Canada <https://travel.gc.ca/travel-covid> to help reduce the spread of COVID-19.

Initials\_\_



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5) 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 Mohawk Park Tennis Club as it pertains the COVID-19 Coronavirus and to adopt all necessary measures to those effects.

6) 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 Power Yoga Canada and/or Mohawk Park Tennis Club and its officers, directors and partners Top Spin-The Winning Edge, 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.

7) If applicable, I will notify any activity provider on any preference of being (or not) in close range proximity or any adjustments for the activity.

This document will remain in effect until Mohawk Park 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 Mohawk Park Tennis Club, Top Spin-The Winning Edge and/or Power Yoga Canada or other Partner waivers.

I HAVE SIGNED THIS DOCUMENT FREELY AND WITH FULL KNOWLEDGE.

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Name of participant (print)

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

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\_\_\_\_\_

Signature of participant

Signature of parent/tutor/legal guardian

Place/Date: \_\_\_\_\_

Initials\_\_