



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

### **Read carefully and be fully aware of all policies**

This waiver & declaration must be completed prior to or upon visiting Mohawk Park Tennis Club or a designated indoor rental facility during the 2023 outdoor season 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.

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 coronavirus. 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 coronavirus, despite all preventative measures put in place.

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By signing this document,

1) 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.

2) 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>

3) 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 coronavirus and to adopt all necessary measures to those effects.

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.



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**Release of Liability**

I hereby release and agree to hold Mohawk Park Tennis Club, Top Spin-The Winning Edge and any other partners from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the Mohawk Park Tennis Club, Top Spin-The Winning Edge, and any partnership or that may otherwise arise in any way in connection with any services received. I understand that this release discharges Mohawk Park Tennis Club, Top Spin-The Winning Edge and any other partners from any liability or claim that I, my heirs, or any personal representatives may have against the Mohawk Park Tennis Club, Top Spin-The Winning Edge and partners with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Mohawk Park Tennis Club, Top Spin-The Winning Edge and all partnerships. This liability waiver and release extends to the Board together with all owners, partners, and employees.

I HAVE SIGNED THIS DOCUMENT FREELY WITH FULL KNOWLEDGE.  
MY NAME IN WRITING OR DIGITAL IS MY CONSENT AND AGREEMENT TO ALL OF THE ABOVE CONDITIONS.

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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: \_\_\_\_\_