

## ***CFUW Kelowna Club***

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

This waiver & declaration must be completed prior to participating in any CFUW activity.

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.

---

I desire to participate in any and all activities provided by **CFUW Kelowna** wherever they may be located (the "Activities"). As lawful consideration for being permitted to participate in the activities, I agree to all the terms and conditions set forth in this Agreement.

#### **A. Representations**

- 1) I acknowledge the highly contagious nature of COVID-19 and I voluntarily assume the risk that I could be exposed or infected by COVID-19 by participating in the Activities. Being exposed or infected by COVID-19 may particularly lead to injuries, diseases or other illnesses.
- 2) I declare that I am participating voluntarily in the Activities.
- 3) I declare that neither I nor anyone in my household has experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, respiratory illness, difficulty breathing).
- 4) If I or if anyone in my household experiences any cold or flu-like symptoms after submitting this declaration, I will not attend any CFUW Kelowna activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
- 5) Neither I nor any member of my household has travelled to or had a lay-over in any country outside Canada in the past 14 days. If I, or if anyone in my household travels outside of Canada after submitting this declaration, I will not attend any CFUW activities, programs or services until at least 14 days have passed since the date of return.
- 6) I 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 CFUW Kelowna as it pertains to COVID-19 and to adopt all necessary measures to those effects.
- 7) I agree to follow all instructions, recommendations and cautions of CFUW Kelowna at all times during my participation in the Activities. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate, or I begin experiencing symptoms of COVID-19, I will immediately discontinue further participation in CFUW Kelowna activities, programs, or services.

I agree that, by filling out and signing this waiver and agreeing to the terms and conditions set out in it, I hereby expressly waive and release any and all claims which I have or may in future have against CFUW Kelowna or the Canadian Federation of University Women, and their officers, directors, employees, agents, representatives, affiliates, successors and assigns (the "Releasees"), on account of injury, illness, disability, death or property damage arising out of or attributable to my participation in any CFUW Kelowna activities, whether arising out of the negligence of CFUW Kelowna or any other Releasee or otherwise, including without limitation, breach of contract, or breach of any statutory or other duty of care. I covenant not to make or bring any such claim against CFUW Kelowna or any other Releasee, and forever release and discharge CFUW and all other Releasees from liability under such claims.

#### B. General Terms

- 8) This Agreement constitutes the sole and entire agreement of CFUW Kelowna and me with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 9) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10) This Agreement is binding on and shall inure to the benefit of the CFUW Kelowna and me and our respective successors and assigns.
- 11) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of British Columbia, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE CFUW KELOWNA AND THE RELEASEES.

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

\_\_\_\_\_  
Signature

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