

OCEANSIDE OPC PICKLEBALL CLUB

ASSUMPTION OF RISKS AND OBLIGATIONS, RELEASE OF LIABILITY, AND WAIVER OF CLAIMS

(the "AGREEMENT")

BY ACKNOWLEDGING AND ACCEPTING THIS AGREEMENT YOU ASSUME CERTAIN RISKS AND OBLIGATIONS AND AGREE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

Because of the Covid-19 Pandemic ("Covid-19"), the **OPC Oceanside Pickleball Club** has been unable to open its 2020 outdoor season of play at the Courts in the Parksville Municipal park ("the Courts"). Club Members are herein called "Members".

Once restrictions are eased, and the relevant authorities have given permission for play to resume, those Members who wish to come to the Courts to play pickleball will have to acknowledge and agree to the following terms:

ACKNOWLEDGMENT OF RISK

1. The Member acknowledges and agrees with the Club that the **RISK** associated with attending and playing pickleball at the Courts is **CONTRACTING COVID-19**.

ACCEPTANCE OF RISK

2. The Member accepts the **RISK OF CONTRACTING COVID-19** by choosing to attend the Courts and play pickleball.

OBLIGATIONS OF THE MEMBER

3. The member shall be required to strictly abide by any and all policies of the Club concerning the control of **COVID-19** including without limitation policies on physical distancing (the "Policies").

4. The Member is under an obligation to notify Officers of the Club if they observe any other Member of the Club not strictly abiding to the Policies.

5. The Member will not attend or use the Courts if they are experiencing any symptoms of **COVID-19**, if they have been in immediate contact with anyone who is experiencing any symptoms of **COVID-19** or if they are otherwise under an obligation to self-isolate or remain under quarantine.

ACCEPTANCE OF OBLIGATIONS

6. The member accepts his/her obligations under this Agreement and acknowledges that a breach of these obligations on their part could result in closure of the Courts until the **COVID-19 PANDEMIC** is declared to be at an end by the BC Health Authorities.

WAIVER AND RELEASE

7. The Member hereby waives and releases the Club, its Directors, Officers, Managers, Contractors and Employees of and from any and all claims that the Member has or may have in the future for:

(a) any loss or damage the Member may suffer due to contracting COVID-19, including sickness or death as a result of attending the courts or playing pickleball, or as a result of Officers of the Club not enforcing any of its Rules or Policies; and

(b). any removal or other discipline imposed on the Member by the Club resulting from the Member's breach of their obligations under this Agreement.

GENERAL

8. The headings contained in this Agreement are for convenience only and do not limit the scope or intent of this Agreement.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and

10. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

11. The Member hereby agrees to indemnify the Club, its Directors, Officers, Managers, Contractors and Employees for all liability, expense, costs, damages, losses, claims, actions, causes of action incurred or suffered by the Club by reason of the Member's breach of this Agreement.

The Member has read this Agreement, fully understands the contents and the Member agrees to be bound by its terms. The member understands that they have given up substantial legal rights by acknowledging and agreeing to this Agreement. The Member acknowledges that they are over 19 years of age.

Member's signature:

Member's name in block letters:
