

ST. ANDRÉ BESSETTE PARISH
SOLE+SOULS VIRTUAL WALKATHON

WAIVER FORM

Please take our time and read carefully!!

To: Roman Catholic Episcopal Corporation – St. André Bessette (“**St. André Bessette Parish, Maple**”) and its staff, employees, representatives, volunteers, members, sponsors, successors and assigns (hereinafter collectively referred to as “**Soles+Souls Virtual Walkathon**”).

I hereby affirm that I have read and fully understand the following statements:

I will be participating in the Soles+Souls Virtual Walkathon offered through St. André Bessette Parish, Maple. I am aware that the Program may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning, and other various fitness activities.

I hereby affirm that I am in good physical condition and do not suffer from any disability or condition which would prevent or limit my participation in this virtual walk.

I fully understand that I may injure myself as a result of my participation in this virtual walk and/or that I may develop in the future certain conditions, directly or indirectly related to my involvement in the virtual walk. These conditions may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat frustration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness that may incur, including death.

I acknowledge that my involvement and subsequent participation in the Soles+Souls Virtual Walkathon is purely voluntary and in no way mandated by St. André Bessette Parish, Maple.

I freely accept and fully assume all the risks, hazards and dangers and the possibility of personal injury, death or property damage while engaged in or as a result of my voluntary participation in the program.

In consideration of St. André Bessette Parish, Maple allowing my participation in the Program, I hereby agree as follows:

1. I am giving up certain legal rights, including right to sue, for any injury including paralysis or death that arise or result from, in whole or in part, participating in the Program and, without limitation, claims arising out of or resulting from the negligence of St. André Bessette Parish, Maple.
2. I waive any and all claims that I have or may have in the future against St. André Bessette parish, Maple.
3. I release St. André Bessette Parish, Maple from any and all liability for any loss, damage, expense, and injury and death, including any claim for contribution and indemnity, that I may suffer from my participation in the program due to any cause whatsoever, including negligence.
4. I will indemnify and hold harmless St. André Bessette Parish, Maple from any and all liability, including claims for contribution and indemnity, for any damage to property or of personal injury to, any third party, resulting from my participation in the Program.
5. This release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
6. JURISDICTION - This Release Agreement and any rights, duties and obligations between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Ontario and no other jurisdiction. Any litigation involving the parties to this Release Agreement shall be brought solely within Ontario, and shall be within the exclusive jurisdiction of the Courts of Ontario, and
7. SEVERABILITY - If any provision of this Release Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

In entering into this Release Agreement, I am not relying upon any oral or written representation or statements made by St. André Bessette Parish, Maple with respect to the safety of the Program.

I confirm that I have read or have had sufficient opportunity to read this entire Release Agreement, have understood its terms. I am aware that by signing this Release I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representative may have against St. André Bessette Parish, Maple and I agree to be bound by the terms of this Release Agreement.

COVID WAIVER & RELEASE FORM

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which St. André Bessette Parish, Maple (the "Organization") adheres to comply.

In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

- I am aware of the existence of the risk on my physical appearance to the venue and my participation to the activity of the Organization that may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.
- I have not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.
- I have not, nor any member(s) of my household, traveled by sea or by air, internationally within the past 30 days.
- I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 30 days.

Following the pronouncements above I hereby declare the following:

- I am fully and personally responsible for my own safety and actions while and during my participation and I recognize that I may be in any case be at risk of contracting COVID-19.
- With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID 19.
- I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation.

This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.