



RELEASE and WAIVER of LIABILITY and ASSUMPTION of RISK AGREEMENT

I acknowledge and agree that in consideration of being permitted to participate in tennis organized, staged and/or operated by the Salt Spring Tennis Association (hereinafter referred to as "the SSTA"):

1. I DO HEREBY RELEASE the SSTA and its directors, officers, employees, sponsors, independent contractors and agents from all liability, and DO HEREBY WAIVE as against the SSTA and its directors, officers, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses or contagious viral infections (eg. COVID-19) which I may suffer arising out of or connected with my preparation for, or participation in tennis notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of the SSTA, or any of their directors, officers, employees, sponsors, independent contractors or agents.

2. I HEREBY ACKNOWLEDGE AND AGREE THAT:

- tennis may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of tennis itself, others which result from human error, contagion or negligence on the part of the persons involved in organizing, staging and/or operating tennis.
- as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
- some of the aforesaid risks and hazards are foreseeable, but others are not;
- I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in tennis shall be entirely at my own risk;
- I understand that neither the SSTA nor any of its directors, officers, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in tennis;
- I have carefully read this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT (the "Agreement"), that I fully understand same, and that I am freely and voluntarily executing same;
- I understand that by accepting this Agreement I will be FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING against the SSTA, its directors, officers, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for tennis, whether or not such loss or injury is caused solely or partly by the negligence of the SSTA or any of its directors, officers, employees, sponsors, independent contractors and/or agents;

- I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;
- I clearly understand that the SSTA would not permit me to participate in tennis unless I acknowledged this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT, that this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT applies to tennis whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by the SSTA or one or more of their representatives;
- this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- this Agreement may be in addition to another agreement I must sign as a condition of participation in tennis and that I am bound by the terms and conditions of both agreements; and
- I agree that I am physically capable of participating in tennis, and that I have no pre existing conditions that would hinder my ability to participate in tennis.
- **I agree to adhere to Covid-19 safety guidelines for indoor court use** issued by the SSTA, and understand that such guidelines are subject to change as per directives from Tennis BC as well as local and BC Public Health Orders.