

Kimberley Kenyon as Born to Board “assumptions of the risk and waiver of liability relating to coronavirus/covid-19 and wellness declaration-all programs”

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT CONCERNING COVID-19

BY ACCEPTING THIS RELEASE, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TO CLAIM COMPENSATION. PLEASE READ CAREFULLY!

Signature of
Participate

TO: Kimberley Kenyon Born to Board (“B2B”) whom are hereinafter collectively referred to as the “Releasees”

ASSUMPTION OF RISKS

I am aware that a novel coronavirus (severe acute respiratory syndrome coronavirus 2(also know as SARS-CoV-2), is presently being transmitted throughout the Canadaian population, causing a disease referred to as COVID-19. I am aware that interacting with any persons could result in :(1) the transmission of the novel coronavirus; and (2) contracting the COVID-19 disease which could result in : serious illness, health complications arising from contracting COVID-19 or death. I am aware as a student participating in a B2B clinic, whether or not I, or such other people , present any symptoms of COVID-19 could result in me transmitting of contracting that COVID-19 disease, including due to the NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT **NEGLIGENCE** INCLUDES FAILURE ON THAT PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OF PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS REFERRED TO ABOVE.

I am fully aware that participating in a Paddle Canada Stand Up Paddling Clinic with B2B poses some degree of risk. While the theory based program, demonstration of skills, and practice may pose a low risk, there is always concern of close contact while equipment is being loaded and unloaded, and during shuttles (if they are necessary). Rescues, if necessary, do pose higher risk due to the close contact during the necessary techniques to aid in the troubled participant. I am aware that upon reading this waiver that I am unwilling to accept the risk, that I should reschedule my training to a later date when COVID-19 concerns have passed. A non-refundable course registration fee will apply. I am also aware that it is a requirement of B2B that I wear my facemask at any time I am within 6 feet/2 meters of others. I am aware it is acceptable to remove masks for hydration and nourishment and that I should distance myself from others.

I FREELY ACCEPT AND ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THE ABOVE WAIVER CONTENT.

INITIALS

WELLNESS DECLARATION

By signing this agreement I am aware that I must withdraw immediately from any course at B2B or hosted by B2B, if I become unwell or have been unwell within that last 24 hours prior to the course commencement. I am aware I must report to B2B if I am leaving my program due to illness. Symptoms of COVID-19 include: fever, cough, shortness of breath, difficulty breathing. Participants with runny noses should also refrain from participating. I am aware that non-refundable course fees may apply to my Paddle Canada Stand Up Paddling Clinic with B2B. Due to limited seating, refunds once courses have commenced are not provided. Allergies: If students have allergies which may cause coughing, sneezing and runny nose, we ask that they reschedule their course if allergies cause these symptoms to occur. If I have non-medicinal allergies, I will list them below for B2B liability.

INITIALS

If applicable, these are my allergies:_____

MY INITIALS INDICATE I AM ANSWERING MY WELLNESS DECLARATION HONESTLY/TRUTHFULLY.

Please flip to second page

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the Releasees making B2B instruction available to the participants and permitting my B2B participation, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I may have or may in the future have against THE RELEASEES and TO REALISE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my B2B participation at any B2B activities that are operated, supervised, organized or sanctioned by B2B, or as a result of any cause in relation to my B2B participation TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OUTBREAK OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C.1996, c.337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANERS, OR HAZARDS REFERRED TO ABOVE.

2. I acknowledge and agree that the Releasees do not have any specific or specialized knowledge of COVID-19 and are not trained to, or have any equipment that permits them to , identify a person infected with COVID-19.

INITIALS

3. This Release Agreement shall be effective and binding upon each of the parties' heirs, next of kin, executors, administrators, assigns, successors and representatives.

INITIALS

4. This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province of British Columbia and no other jurisdiction.

INITIALS

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the province of British Columbia.

INITIALS

In entering into this Release Agreement, I am not relying upon any oral or written representation or statements made by the Releasees with the respect to the safety of my B2B participation other than what is set forth in this Release Agreement.

I HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT. I AM AWARE THAT BY ACCEPTING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Participants Signature	Witness Signature
Participants Name Printed	Witness Name Printed
DATE (dd/mm/yyyy)	Guardian or participant