

ICE RENTAL AGREEMENT Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

UPON SIGNING THIS DOCUMENT RENTER WAIVES CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ THIS DOCUMENT CAREFULLY

In consideration of the permission granted by Willow Ridge Community Association ("WRCA") for the use of its facilities, the undersigned Renter hereby agrees to the following terms and conditions:

- The Renter assumes full responsibility for its members, participants, volunteers or guests and their respective participation in any activity or use of WRCA facilities and agrees that the Renter's use of any such facility is entirely voluntary.
- 2. The Renter acknowledges and understands that the activities taking place at the facility could cause personal injury including the possible exposure to COVID-19 or other communicable diseases which may result in illness, permanent disability and even death. The Renter understands and freely assumes all such risks on behalf of it and its members, participants, volunteers or quests.
- 3. There is risk of exposure to COVID-19 or other communicable diseases in any public place where people are present, including WRCA facilities. The Renter hereby agrees to follow all safety precautions, orders and guidelines promoted in an official capacity by the Chief Public Health Officer of Canada, Public Health Authorities in Alberta, the City of Calgary, and any guidelines approved and issued by the associated Provincial or National sport organizations while using WRCA facilities, including but not limited to requirements for physical distancing, face coverings, gathering limitations, hand washing and sanitization (the "Orders")..
- 4. The Renter is responsible to ensure that all their members, participants, volunteers or guests understand and agree to follow all applicable safety precautions, Orders and guidelines.
- 5. The Renter hereby agrees to RELEASE, WAIVE and FOREVER DISCHARGE WRCA, employees and directors from and against any and all manner of claims, demands, losses, costs (including legal), charges, actions and other proceedings, in respect of any damage or injury sustained by the Renter, its members, participants, staff, volunteers or guests as a result of the Ice Rental Agreement, the activities and use of the facility by the Renter including, but not limited to, exposure to or contracting COVID-19 or other communicable diseases.
- 6. The Renter hereby agrees to INDEMNIFY and SAVE HARMLESS WRCA, its employees and directors from and against any and all manner of claims, demands, losses, costs (including legal costs), charges, actions and other proceedings, which may be brought against or made upon WRCA in respect of any damage or injury sustained to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the granting of the Ice Rental Agreement including the activities and use of the facility by the Renter, exposure to or contracting COVID-19 or other communicable diseases, any claims or demands associated with a breach of any COVID-19 related Order, restriction or rule by the Renter or any member, participant,, volunteer or guest associated with the Renter.

- 7. In the event the Renter becomes aware that a member, participant, volunteer or guest that attended a WRCA facility was exposed to or contracted COVID-19, the Renter will provide all available information to the relevant authorities for the purposes of contact tracing.
- 8. The Renter agrees to abide by all other requirements and responsibilities as identified in the Ice Rental Agreement.
- 9. The undersigned agrees that by signing this document the Renter or any user are not relying on any oral, written, or implied representations or statements made by WRCA with respect to the interpretation of this document, compliance with any or the safety of WRCA facilities or any Order.
- 10. The undersigned has read this document prior to signing it on behalf of the Renter, understands that this is a legal binding document, has had the opportunity to fully review its terms and is aware that by signing on behalf of the Renter and all users, the Renter waives certain legal rights, including but not limited to those listed above.
- 11. WRCA may, at its sole discretion, withdraw the Renter's access to all or a portion of WRCA facilities as required due to the COVID-19 pandemic, and Orders or other urgent situations.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ON BEHALF OF THE RENTER, UNDERSTANDS AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Renter Name:	
Renter Email:	
Renter Phone:	
O'control (December 4)	
Signature of Representative:	
Date:	(day/month/year)