



**Courtenay  
Recreation**

## **RELEASE OF LIABILITY**

BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE – PLEASE READ CAREFULLY

To: City of Courtenay and its employees, officers, agents and volunteers (collectively, the “City”)

Re.: Courtenay Recreation Programs (The “Program”)

### **Awareness of Risk**

I acknowledge that there are risks associated with participation in any physical training, exercise, sports, adventure or activity program. I have informed myself and understand the risks associated with my participation in the Program and (where applicable) my use of the facilities, including the risk of personal injury, and freely accept these risks.

I understand that I am free to withdraw from or reduce my participation in the Program at any time. Requests for refunds will be processed with a full refund up to FIVE days before the start of the Program. After this time an administrative fee of \$8 will be charged. A full or pro-rated refund will be given if a class is cancelled, or for medical reasons with a doctor’s note.

I acknowledge that facility staff may limit my access to the Program or facilities in the event of any misuse of the facilities or misconduct on my part.

I am not aware of any medical condition that would affect my ability to participate in the Program. If I have any concerns about my medical condition, I will consult with my physician before participating in the Program. (If you wish to have some guidelines in this regard, please ask to consult the **ParQ** Form Questionnaire).

### **RELEASE and WAIVER**

In consideration of the acceptance of my registration for the Program, I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf, **covenant not to sue**, and hereby **waive, release and discharge** the City, and anyone acting for or on the City’s behalf, from **any and all claims of liability** for death, personal injury or property damage of any kind or nature, arising out of or sustained in the course of my participation in the Program. This Release and Waiver applies to all claims, foreseen or unforeseen, including negligence and breach of statutory or other duty of care (including that owed under the *Occupier’s Liability Act*).

**DECLARATION:**

Based on having read and understood the foregoing, I declare as follows:

By participating in your programs and/or visiting your facilities, I may be at risk of contracting communicable diseases, in spite of any precautions taken by me or by facility/program staff. Communicable diseases are highly infectious diseases including but not limited to and such as COVID-19, seasonal influenza, norovirus, and others with a latent periods of transmissibility during which time apparently healthy people can be infectious. A communicable disease is a potentially fatal disease affecting people of all ages. Many communicable diseases can be significantly more dangerous in people of already compromised health, and it is my responsibility – not that of program or facility staff – to understand my current health and limitations and to take appropriate additional precautions as required.

I understand that if infected, I could be at risk of transmitting the disease to other family members, including those with high risk, pre-existing conditions, and that this might occur before my own sickness has become evident.

**I recognize that by signing this document I am waiving certain legal rights, including the right to sue and understand the information and willingly accept the above risks.**

\_\_\_\_\_  
Participant's Name (please print)

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Witness Signature

Date \_\_\_\_\_