

Assumption of the Risk and Waiver of Liability Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious**, and the exact methods of transmission and infection are not entirely known. Person-to-person contact appears to be a primary method of transmission.

Urban Landmark Corporation, dba Kent Valley Ice Centre (“KVIC”) has put in place preventative measures to reduce the spread of COVID-19; however, KVIC cannot guarantee that you and/or your family will not become infected with COVID-19. Further, attending KVIC and/or participating in any KVIC activity could increase your risk and your family’s risk of contracting and/or spreading COVID-19.

Assumption of Risk: By signing this agreement, entering our facility and/or property, or participating in any of our programs, I acknowledge the contagious nature of COVID-19 and voluntarily assume, on behalf of myself and my family, the risk that they and/or I may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at KVIC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, KVIC employees, volunteers, other customers at the facility, and other program participants and their families.

Waiver of Liability: I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my family or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my family may experience or incur in connection with my or my family’s attendance at KVIC or participation in any KVIC programming, whether organized by KVIC or any other group that utilizes the facility (“Claims”). On my behalf, and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless KVIC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of KVIC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any KVIC program.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS AND DO SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.