

## 2021 Petitcodiac Summer Swim Program

Child's Name: \_\_\_\_\_ Male: \_\_\_ Female: \_\_\_

Address: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Medicare #: \_\_\_\_\_

Does this participant have any health concerns that we should be aware of? Yes \_\_\_ No: \_\_\_

If yes, please explain: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Primary Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Swimming Level Completed: \_\_\_\_\_

Is the child normally brought to the Pool by: \_\_\_ Petitcodiac Boys & Girls Club \_\_\_ Little Steps Child Care  
\_\_\_ Rising Stars Daycare \_\_\_ Other

**\*\*Any concerns please speak to Natalie Griffin 756-0289 OR email [Petitcodiac.rec@gmail.com](mailto:Petitcodiac.rec@gmail.com) \*\***

### **ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY**

1. I am aware that there are inherent and significant risks ("Risks") associated with the participation in Athletic Activities. I am aware that those Risks include but are not limited to the potential for serious personal injury caused by any event or any condition of the facility or equipment where Athletic Activities are provided by the Village of Petitcodiac. I understand the Risks are relative to the Minor's state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which the Minor conducts him or herself while participating in Athletic Activities.

2. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from the Minor's participation in Athletic Activities. I agree that although the Village of Petitcodiac has taken steps to reduce the Risks and increase safety of the Athletic Activities, it is not possible for the Village to make the Athletic Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Village is found to be negligent or in breach of any duty of care or any obligation to me or the Minor in the Minor's participation in Athletic Activities.

3. In addition to consideration given to the Village of Petitcodiac for the Minor's participation in Athletic Activities, I agree:

a. to release and forever discharge the Village of Petitcodiac from all liability for all personal injury, death, property damage, or loss resulting from the Minor's participation in the Fitness Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error of judgment of the Organization; and

b. to be liable for and to hold harmless and indemnify the Village of Petitcodiac from all actions, proceedings, claims, damages, costs demand including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Minor's participation in Athletic Activities.

4. I acknowledge that my image may be replicated by photograph and I hereby release any proprietary rights that I may have in those images to the Village of Petitcodiac for the purposes of promoting our activities.

5. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself as Parent/Guardian, the Minor and our Legal Representatives.

**Please sign below after reading and understanding the above statements and conditions.**

**Participant Name (print)** \_\_\_\_\_

**Parent/Guardian Name (print)** \_\_\_\_\_

**Parent/Guardian Signature** \_\_\_\_\_ **Signed this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2021**

## **Assumption of the Risk and Waiver of Liability Relating to 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 is believed to spread mainly from person-to-person contact. As a result, federal, provincial, and local governments and federal and provincial public health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Village of Petitcodiac Community Pool ("Petitcodiac Community Pool") has put in place preventative measures to reduce the spread of COVID-19; however, the Petitcodiac Community Pool cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Petitcodiac Community Pool could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Petitcodiac Community Pool and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Petitcodiac Community Pool may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Petitcodiac Community Pool employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) 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 child(ren) may experience or incur in connection with my child(ren)'s attendance at the Petitcodiac Community Pool or participation in Petitcodiac Community Pool programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Petitcodiac Community Pool, 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 the Village of Petitcodiac and its Community Pool, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Petitcodiac Community Pool program.

Name of Parent/Guardian Name of Participant(s) \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_