



ICE RENTAL AGREEMENT

Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

**UPON SIGNING THIS DOCUMENT YOUR ORGANIZATION WAIVES CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

PLEASE READ THIS DOCUMENT CAREFULLY

In consideration of the permission granted by the City of Kawartha Lakes for the use of its facilities, the undersigned Organization hereby agrees to the following terms and conditions:

1. The Organization assumes full responsibility for its members, participants, staff, volunteers or guests and their respective participation in any activity or use of City of Kawartha Lakes' facilities and agrees that the Organization's use of any such facility is entirely voluntary.
2. The Organization 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 risk of becoming exposed to or infected by COVID-19 or other communicable diseases may result from the actions, omissions, or negligence of the Organization, its members, participants, staff, volunteers, guests or City of Kawartha Lakes employees. The Organization understands and freely assumes all such risks on behalf of it and its members, participants, staff, volunteers or guests.
3. There is risk of exposure to COVID-19 or other communicable diseases in any public place where people are present, including City of Kawartha Lakes' facilities. The Organization 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 Ontario including local Public Health Units and any guidelines approved and issued by the associated Provincial or National sport organization(s) while using the City of Kawartha Lakes' facilities, including but not limited to requirements for physical distancing, face coverings, gathering limitations, hand washing and sanitization. The Organization is responsible to ensure that all their members, participants, staff, volunteers or guests understand and agree to follow all applicable safety precautions, Orders and guidelines.
4. The Organization hereby agrees to RELEASE, WAIVE and FOREVER DISCHARGE the Corporation of the City of Kawartha Lakes, employees and members of Council 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 Organization, its members, participants, staff, volunteers or guests as a result of the Ice Rental Agreement, the activities and use of the facility by the

Organization including, but is not limited to, exposure to or contracting COVID-19 or other communicable diseases.

5. The Organization hereby agrees to INDEMNIFY and SAVE HARMLESS the Corporation of the City of Kawartha Lakes, employees and Members of Council, 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 the City of Kawartha Lakes 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 Organization, 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 Organization or any member, participant, staff, volunteer or guest associated with the Organization.
6. The Organization further agrees to maintain the insurance coverage as described in the Ice Rental Agreement with the City of Kawartha Lakes from the date this document is signed and throughout the entire term of the Ice Rental Agreement. The Corporation of the City of Kawartha Lakes shall be named as an Additional Insured on the Organization's Commercial General Liability insurance policy with such insurance providing coverage for all risks associated with the use of the City of Kawartha Lakes' facilities, including but not limited to, bodily injury including death, personal injury and damage to property, including loss of use thereof, contractual liability, employers' liability and any liability related to COVID-19 or other communicable diseases.
7. The Organization acknowledges its responsibilities related to the City of Kawartha Lakes Ice Use Protocols – Phase 1 document. The Organization has identified a COVID-19 representative and will enforce the responsibilities related to that position.
8. In the event the Organization becomes aware that a member, participant, staff, volunteer or guest that attended a City of Kawartha Lakes' facility was exposed to or contracted COVID-19, the Organization must report the incident to the Parks, Recreation & Culture Division within the next business day and provide all available information for the purposes of contact tracing.
9. The Organization agrees to abide by all other requirements and responsibilities as identified in the Ice Rental Agreement.
10. The undersigned agrees that by signing this document they or the Organization are not relying on any oral, written, or implied representations or statements made by the City of Kawartha Lakes with respect to the interpretation of this document or the safety of the City of Kawartha Lakes' facilities.

11. The undersigned has read this document prior to signing it on behalf of the Organization, 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 Organization, the Organization waives certain legal rights, including but not limited to those listed above.

12. The City of Kawartha Lakes may, at its sole discretion, withdraw the Organization's access to all or a portion of the City of Kawartha Lakes' facilities as required due to the COVID-19 Pandemic Emergency 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 ORGANIZATION, UNDERSTANDS AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Organization Name: _____

Organization Address: _____

Organization Email: _____

I have authority to bind the Organization

Name & Title of Representative (PRINT): _____

Representative Email: _____

Signature of Representative: _____

Date: _____ (day/month/year)