

CREATED AUGUST 27, 2020

AUTHORIZED BY SCTPA BOARD OF DIRECTORS: August 31, 2020

Updated and Approved: November 2021

**SOUTH COUNTRY TEAM PENNING ASSOCIATION (SCTPA)**

**Assumption and Risk of waiver: Coronavirus/COVID-19**

**IMPORTANT: YOUR LEGAL RIGHTS AND THE LEGAL RIGHTS OF YOUR CHILDREN ARE IMPACTED BY THIS DOCUMENT. PLEASE REVIEW IT CAREFULLY BEFORE SIGNING**

In the face of the worldwide health emergency caused by Coronavirus/COVID-19 South Country Team Penning Association (SCTPA) recognize the desire to return to team penning/sorting for the benefit of our members, with safety being our first priority. Despite this desire, SCTPA cannot guarantee that you or your child(ren) will not become infected with Coronavirus/COVID-19 as a result of participation in SCTPA events. Further, SCTPA events could increase the risk that you or your child(ren) could become infected with Coronavirus/COVID-19. This Assumption of Risk and Waiver is intended to limit the ability of you and your child(ren) to recover damages against SCTPA – it should be read carefully

Please read carefully and initial each acknowledgement: (all those over the age of 18 in the household must initial each box and sign-Please fill out the names of any minors you are also signing for)

In consideration of participating in SCTPA related events and activities, or in allowing my child(ren) to participate in SCTPA related events and activities, the undersigned acknowledges the following:

<b>Acknowledgements (these acknowledgements impact your legal rights)</b>	<b>Initials</b>
1. Coronavirus/COVID-19 is highly contagious and I voluntarily assume the risk that I or my child(ren) may be exposed to or infected by Coronavirus/COVID-19 by participating in SCTPA events; and that such exposure or infection may result in personal injury, illness, permanent disability, or death to myself, my child(ren) or other family members or individuals that we may interact with outside of SCTPA events. I understand that many public health authorities may still recommend practicing social distancing.	
2. I understand and acknowledge that the risk of myself or my child(ren) becoming exposed to or infected by Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, SCTPA members, volunteers, and program participants and their families. I further agree and acknowledge that I am increasing the risk of myself or my child(ren) becoming exposed to or infected by Coronavirus/COVID-19 by participating in SCTPA events.	
3. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my child(ren), and other family members or individuals that we may interact with outside of SCTPA events, including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I, my child(ren) or other family members or individuals that we may interact with outside of SCTPA events may experience or incur in connection with my or my child(ren) participating in SCTPA events.	
4. On my behalf, and on behalf of my child(ren), our heirs, any personal representatives, and next of kin, I hereby release, covenant not to sue, discharge, and hold harmless SCTPA, and their respective volunteers,	

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agents, representatives, and affiliates, of and from all 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 SCTPA or their respective volunteers, agents, representatives, and affiliates, whether a Coronavirus/COVID-19 infection occurs before, during or after participation in SCTPA events.	
5. I understand that by signing this document, I agree that if I or my child(ren) are exposed to or infected by Coronavirus/COVID-19 during participation in SCTPA events, then I or my child(ren) may be found by a court of law to have waived our right to maintain a lawsuit for a claim of negligence.	
6. I represent that neither I, nor my child(ren), have any medical or physical condition which could interfere with our safety in SCTPA events, or else I am willing to assume the risk of and bear the costs of all risks that may be created, directly or indirectly, by any such condition.	
7. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or my child(ren) if I were to choose not to assume the risks herein and waive the rights herein, and I agree that the opportunity to participate in return for the execution of this document is a reasonable bargain.	
8. I agree that I will practice safe social distancing and clean hygiene during my participation in SCTPA events.	
9(a). Neither myself nor my child(ren) are experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell, and I agree that my child(ren) and I will not participate in any future SCTPA events if we are experiencing symptoms of illness.	
9(b). Neither I nor my child(ren), have been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by provincial or local public health authorities, and I agree that neither my child(ren) nor I will participate in any future SCTPA events if we are diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by provincial or local public health authorities.	
9(c). Neither myself nor my child(ren) have traveled internationally within the last 14 days, and I agree that neither my child(ren) nor I will participate in any future SCTPA events if we have traveled internationally within 14 days of the event and have not been cleared by Public health to participate in public/group events.	
9(d). I do not believe that I or my child(ren) have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19, and I agree that neither my child(ren) nor I will participate in SCTPA events if I believe	

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that I or my child(ren) have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19 and I have been informed by Public Health that I or my child(ren) are to be isolated due to exposure to Coronavirus/COVID-19.	
9(e). I and my children are following all public health authority recommended guidelines and limiting my/our exposure to the Coronavirus/COVID-19, and I agree that neither my child(ren) nor I will participate in any future SCTPA events unless we continue to follow all public health authority recommended guidelines and limit my/our exposure to the Coronavirus/COVID-19.	

Family Member Name \_\_\_\_\_

Family Member Name \_\_\_\_\_

Family Member Name \_\_\_\_\_

Family Member Name \_\_\_\_\_

Family Member Name \_\_\_\_\_

Family Member Name \_\_\_\_\_

All members of the household over 18 years of age must initial each box and sign below. Signatories below authorize that they are also signing for those named above who are under the age of 18.

I have read and understood this document and I agree to be bound by its terms.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_