

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

COVID-19 NOTICE OF AND CONSENT TO DISCLOSURE OF PROTECTED HEALTH INFORMATION

TO: DOROTHY McCORMICK operating as **BELGIAN HAVEN** (the “Farm”)

In consideration of being permitted to access the Farm premises, located at 513 and 515 Halter Road, Lindsay Ontario K9V 4R4 (the “Premises”), and to participate in activities conducted on or about the Premises (collectively, the “Activities”), I agree on behalf of myself and any child(ren) and/or minor(s) for whom I am the parent and/or legal guardian (collectively, the “Minors”), as follows:

1. I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the recommendations, directives, orders and guidelines regarding COVID-19 of the federal and provincial governments and my local health unit, including those published at <https://covid-19.ontario.ca/how-your-organization-can-help-fight-coronavirus> and at <https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/prevention-risks/measures-reduce-community.html> (collectively, the “Guidelines”).
2. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the Guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
3. I understand that, while the Farm is taking reasonable precautions to protect those who enter the Premises from exposure to COVID-19, there remains risk of contracting the virus while attending at and/or participating in the Activities at the Premises, as the Activities necessarily involve contact with other people and contact with surfaces other people have touched.
4. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to attend the Premises and to participate in the Activities. For my safety and the safety of others, I agree to adhere to any rules, ordinances and/or directions for the Activities provided to me by the Farm, its employees, agents and affiliates.
5. If I or an immediate family member contract COVID-19, have symptoms associated with the virus and/or come in contact with an infected person, either before, during or after participation in the Activities, I will immediately advise the Farm and provide information as to all employees, staff and members with whom I did, or may have, come into contact at the Premises.
6. I authorize the Farm to advise its employees, staff, members or any third party with whom I did, or may have, come into contact while at the Premises, that they were potentially exposed to COVID-19. I understand that the Farm will take all reasonable steps to keep my identity private; however, to protect the health and safety of others, it may be necessary for the Farm to disclose my identity and health status with respect to COVID-19 to those with whom I came in contact. I consent to such disclosure, including on behalf of any Minors, and agree such information would not be protected under federal and/or provincial laws or regulations.
7. I understand and acknowledge that participation in the Activities involves **inherent risks, dangers and hazards, including COVID-19 infection**, and that my participation and/or any Minors participation in the Activities **may result in injury or illness that could cause serious and permanent disability or death**. I expressly and voluntarily **assume all risks arising from my participation and/or any Minors’ participation**

in the Activities. I and/or any Minors participating in the activities do not have any **medical, physical or psychological conditions** that would prevent full and safe participation in the Activities or **I have a health care professional's permission** to participate in the Activities.

8. I hereby **release and forever discharge the Farm** and each of its predecessors, affiliates, subsidiaries, parents, owners, members, managers, directors, officers, independent contractors, employees, volunteers, service providers, representatives (both legal and otherwise), trustees, insurers, agents, permitted assigns and successors from any and all **liability, claims, causes of action, damages, costs, and expenses** (collectively, the "Claims") including, but not limited to, personal injury, property damage or wrongful death arising out of my and/or any Minors' participation in the Activities, whether based in **negligence, contract, strict liability or other grounds or bases**, whether such claims are known or unknown to me at the time I sign this waiver, and **whether caused in whole or in part by the negligent acts or omissions of the Farm, including** the gross negligence or willful misconduct of the Farm or any of its representatives. I agree to waive my right and/or any and every Minor's right to bring any and all such Claims, **including any right to sue the Farm** and to **defend, indemnify and hold harmless the Farm** from and against any Claims **arising out of or relating to my participation in the Activities**, including the gross negligence or willful misconduct of the Farm and its representatives. This waiver and release shall be governed in accordance with the laws of Ontario, except its conflict of laws provisions, and any dispute in relation hereto will be subject to the exclusive jurisdiction and venue of the Superior Court of Ontario.
9. I acknowledge that this document is **legally binding** and agree that if any lawsuit is filed, by myself or any member of my Party, including any Minors, against the Farm for any injury or damage occurring on or about the Premises and/or while participating in the Activities, **I will pay all legal fees and costs** incurred by the Farm in defending such an action.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE THE FARM, ITS OWNER, EMPLOYEES AND AGENTS, FOR ANY POTENTIAL CLAIMS BY ME OR ANY MEMBER OF MY PARTY, INCLUDING ANY MINORS.

I CERTIFY THAT I AM OF LEGAL AGE AND HAVE THE RIGHT TO CONTRACT IN MY OWN NAME AND ON BEHALF OF EACH MINOR (IF ANY), AND HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THE ABOVE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT. I ACKNOWLEDGE THAT I HAVE VOLUNTARILY SIGNED THIS DOCUMENT AND THAT MY SIGNING CONSTITUTES A RELEASE OF VALUABLE RIGHTS, AND THAT I HAVE THE RIGHT TO RECEIVE A COPY OF THIS FORM.

Date:	_____	Name(s) of Minor(s):	_____
Signature:	_____		_____
Name (print)	_____		_____
Address:	_____		_____
Email:	_____		
Telephone:	_____		

Belgian Haven Welcomes You... now let's have some fun!