

## Assumption of Risk & 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 health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups of people. North Channel Yacht Club ("the Club") has adopted a Code of Conduct and other measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you, your family or guest (invited or otherwise) will not become infected with COVID-19. Further, attending the Club could increase the risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and even death.

I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club members, volunteers, Management Committee Members, volunteers, visitors, and their families. 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 attendance at the Club or participation in Club activity ("Claims"). On my behalf, and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its Members, Officers and Directors, and Committees, 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 Club, its members, employees, Officers, Directors, and Committees, whether a COVID-19 infection occurs before, during, or after participation in any Club event or attendance.

I acknowledge having read the NCYC Pandemic Response Code of Conduct and agree to comply with and be bound by it. I will ensure that my visitors, guests, contractors and any others I may have at the Club are provided with a copy of the Code of Conduct and that they sign and deliver a "Schedule A: Assumption of the Risk Waiver of Liability" form prior to their attending.

Member or Guest Name (Print): \_\_\_\_\_

Signature of Member or Guest: \_\_\_\_\_

Member Number: \_\_\_\_\_

Date: \_\_\_\_\_