

# ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared to be 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, the federal, Alberta, and Calgary governments and the Alberta Ministry of Health recommend social distancing and have prohibited certain congregations of groups of people.

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

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1. By signing this agreement, I acknowledge that COVID-19 is a highly contagious disease that can result in a serious medical condition requiring hospitalization and possibly death either to myself or others including family members that contract COVID-19 as a result of contact with me. I understand the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending or visiting Edelweiss, notwithstanding the infection control measures that Edelweiss has put in place. Exposure to or infection with COVID-19 may result from the actions, omissions, or negligence of myself and others, including but not limited to Edelweiss employees, volunteers, and program participants and their families.
2. 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 Edelweiss or participation in Edelweiss programming ("**Claims**"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Edelweiss, 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 Edelweiss, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Edelweiss program.
3. I agree that I am personally responsible for my child(ren)'s and my own safety and actions at all times when I am present at Edelweiss. I will comply with all Edelweiss policies and rules, including but not limited to with regard to social distancing, hygiene, use of personal protective equipment and other policies, procedures, guidelines, instructions and signage relating to prevention of COVID-19 infection.

4. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in attending or visiting Edelweiss to make a voluntary decision about whether to sign this document; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Alberta law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.
5. This waiver shall remain in effect until [*province*] lifts all COVID-19 related mandates.

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**Signature of Parent/Guardian**

**Date**

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**Print Name of Parent/Guardian**

**Name of Edelweiss Participant(s)**