

# 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 reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

**Spruce Point Park (sometimes the “Resort”) cannot prevent you, or your children from becoming exposed to, contracting, or spreading COVID-19 while utilizing the Resort’s services, premises or amenities. This includes, but is not limited to, the Resort’s offices, Playground, Beaches, Volleyball and basketball courts, Miniature Golf and other Resort amenities. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize the Resort’s services and/or enter onto the Resort’s community facilities and amenities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.**

**ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize the Resort’s services and the Resort’s community facilities and amenities. These services are of such value to me and my children that I accept the risk of being exposed to, contracting, and/or spreading COVID-19.**

**WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Spruce Point Park Resort and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Resort’s services and community amenities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen, or unforeseen.**

**CHOICE OF LAW: I understand and agree that the law of the Province of Alberta will apply to this contract. I also agree to follow the Spruce Point Park COVID-19 Guidelines as provided to me. I understand that refusal to follow these guidelines could result in Removal from the Resort without refund.**

I am the parent or legal guardian of the minor named on the reverse side of this waiver. I have the legal right to consent to and, by signing reverse side, I hereby do consent to the terms and conditions of this Release.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED In this Waiver:**

<b>Name</b>	<b>AGE</b>	<b>Signature</b>

## PRE-SCREENING COVID-19

1. Do you or anyone above have a fever or have felt hot or feverish anytime in the last 10days?

Yes     No

2. Has anyone traveled or had close contact with anyone that has traveled in the past 14 days?

Yes     No

3. Has anyone had close contact with anyone with respiratory illness or a confirmed or probable case of COVID-19?

Yes     No

4. Have you experienced the following symptoms: cough, chills, runny nose, loss of smell or taste, or sore throat?

Yes     No