

# Assumption of Risk and 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, 4-H Canada, the various 4-H provincial organizations, and the 4-H community clubs operating throughout Canada (collectively, “4-H”), recognize the desire to return to 4-H programming for the benefit of our members, with safety being our first priority. Despite this desire, 4-H cannot guarantee that you or your child(ren) will not become infected with Coronavirus/COVID-19 as a result of participation in 4-H programming. Further, 4-H programming 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 4-H – it should be read carefully.

Each family must complete the waiver BEFORE participating in ANY in-person 4-H programming. In cases of families where parents are separated or divorced, both parents with custody must sign the waiver.

After completing the waiver, please return it to your club general leader (if it is a full club activity) or your project leader (if it is only a project group activity).

LEADERS should send in the signed waivers from their 4-H activity TOGETHER to the 4-H office, immediately following the event.

#### **Please read carefully and initial each acknowledgement:**

In consideration of participating in 4-H programming, related events and activities, or in allowing my child(ren) to participate in 4-H programming, related events and activities, the undersigned acknowledges the following:

Acknowledgements (these acknowledgements impact your legal rights)	Initials
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 4-H programming; 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 4-H programming. 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, 4-H employees, 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 4-H programming.	



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<p><b>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 4-H programming, 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 4-H programming may experience or incur in connection with my or my child(ren) participating in 4-H programming.</b></p>	
<p><b>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 4-H, and their respective employees, volunteers, 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 4-H or their respective employees, volunteers, agents, representatives, and affiliates, whether a Coronavirus/COVID-19 infection occurs before, during or after participation in 4-H programming.</b></p>	
<p><b>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 4-H programming, 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.</b></p>	
<p>6. I represent that neither I, nor my child(ren), have any medical or physical condition which could interfere with our safety in 4-H programming, 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.</p>	
<p>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.</p>	
<p>8. I agree that I will practice safe social distancing and clean hygiene during my participation in 4-H programming.</p>	
<p>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 4-H programming if we are experiencing symptoms of illness.</p>	
<p>9(b). 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 4-H programming if we have traveled internationally within 14 days of the programming.</p>	



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9(c). Neither myself nor my children have traveled to a highly impacted area within Canada in the last 14 days, and I agree that neither my child(ren) nor I will participate in any future 4-H programming if we have traveled to a highly impacted area within Canada within 14 days of the 4-H programming.	
9(d). 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 4-H programming if we are diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by provincial or local public health authorities.	
9(e). 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 any future 4-H programming if I believe that I or my child(ren) have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.	
9(f). 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 4-H programming unless we continue to follow all public health authority recommended guidelines and limit my/our exposure to the Coronavirus/COVID-19.	

Child Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

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

Parent/Guardian Signature: \_\_\_\_\_

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

Parent/Guardian Name: \_\_\_\_\_

Parent Email: \_\_\_\_\_

Parent Telephone: \_\_\_\_\_

**CLUB LEADERS: Please return all the completed waivers to the 4-H Saskatchewan Office: 3830 Thatcher Avenue, Saskatoon, SK, S7R 1A5**