

**Appendix iii – SRPSD Extracurricular Activity Participation Waiver Form RELEASE OF  
LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**  
*(To be executed by Participants over the Age of Majority)*

**WARNING - PLEASE READ CAREFULLY BEFORE SIGNING**

**By signing this document, you will waive certain legal rights – including the  
right to sue  
COVID-19**

Disclaimer

Saskatchewan Rivers Public School Division (SRPSD), and their respective board, directors, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the extracurricular activities take place, and representatives (collectively the “Organization”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the extracurricular activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization (Saskatchewan Rivers Public School Division (SRPSD)) has put in place preventative measures to reduce the spread of COVID-19; however, SRPSD cannot guarantee that I will not become infected with COVID-19. Further, participating in extracurricular activities could increase my risk of contracting COVID-19.

**In consideration of the Organization allowing me to participate in the extracurricular activities, I agree that COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death.** I am participating voluntarily in extracurricular activities and I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the extracurricular activities associated with contracting COVID-19 or any other contagious disease.

Release of Liability and Disclaimer

In consideration of the Organization allowing me to participate, I agree:

- a) That the sole responsibility for my safety remains with me;
- b) To ASSUME all risks arising out of, associated with or related to my participation;
- c) That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
- d) To WAIVE any and all claims that I may have now or in the future against the Organization;
- e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in extracurricular activities;

- f) To FOREVER RELEASE AND INDEMNIFY SRPSD from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
- g) To FOREVER RELEASE AND INDEMNIFY SRPSD from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization;

#### Jurisdiction

I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the Province of Saskatchewan and further agree that the substantive law of the Province of Saskatchewan will apply without regard to conflict of law rules.

#### Acknowledgement

I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

I acknowledge that failing to follow COVID-19 restrictions placed upon extracurricular activities by the Organization will result in the Organization removing the privilege to participate in extracurricular activities.

**I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.**

\_\_\_\_\_  
School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Participant (print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Name of Parent or Guardian (Print)  
(If participant is a minor)

\_\_\_\_\_  
Signature of Parent or Guardian  
(For minor)