

Total Tennis London at Greenhills

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS – COVID-19

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

PLEASE READ CAREFULLY!

I wish to enter the tennis and pickleball facility of Total Tennis London at Greenhills owned by Total Tennis Inc. and located at 4838 Colonel Talbot Road, London, Ontario, N6P1H7 in order to play, coach, observe or otherwise be involved in the sport of tennis or pickleball.

In exchange for Total Tennis's permission to allow me into the facility to engage in tennis or pickleball, I agree to the terms and conditions set forth in this agreement (this "**Agreement**").

ASSUMPTION OF RISK REGARDING COVID-19

1. I am aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus COVID-19 ("COVID-19") and the risk that I may be exposed to or contract COVID-19 or other infectious diseases by being at the tennis facility and engaging in tennis.
2. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage.
3. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Total Tennis employees, volunteers or other representatives.
4. I understand that, while Total Tennis has implemented preventative measures to reduce the spread of COVID-19, Total Tennis cannot guarantee that I will not become infected with COVID-19 or other infectious diseases while at the tennis and pickleballs facility, and that being at the facility may increase my risk of contracting COVID-19.
5. NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE TENNIS AND PICKLEBALL FACILITY TO ENGAGE IN TENNIS OR PICKLEBALL WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE, ARISING FROM MY BEING AT THE FACILITY OR ENGAGING IN TENNIS OR PICKLEBALL, WHETHER CAUSED BY THE NEGLIGENCE OF TOTAL TENNIS OR OTHERWISE.

AGREEMENT TO COMPLY WITH COVID-19 REQUIREMENTS

6. I am familiar with federal, provincial, and local laws, orders, directives, and guidelines related to COVID-19. I will comply with all such orders, directives, and guidelines while at the tennis and pickleball facility, including, without limitation, requirements related to hand sanitizing, social and physical distancing, and use of face coverings. I agree not to enter the facility if I am experiencing symptoms of COVID-19 (including but not limited to cough, shortness of breath, or fever), have a confirmed or suspected case of COVID-19, or have come in contact in the last fourteen days with a person who has been confirmed or suspected of having COVID-19.

WAIVER and RELEASE OF COVID-19 CLAIMS

7. I waive and release all claims which I have or may in the future have against Total Tennis Inc. and its affiliates, and their respective officers, directors, employees, volunteers, agents, representatives, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my being at this facility or engaging in tennis or pickleball, due to any

cause whatsoever, without limitation, arising from COVID-19. This waiver and release applies to all claims I may have, whether arising out of the negligence of Total Tennis or any other Releasee or otherwise, including without limitation, claims alleging breach of any statutory or other duty of care. I covenant not to make or bring any such claim against Total Tennis Inc. or any other Releasee, and forever release and discharge Total Tennis Inc. and all other Releasees from liability under such claims.

8. I shall defend, indemnify, and hold harmless Total Tennis Inc. and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim related to the Activity or my being at the Facility.

9. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Province in which the tennis and pickleball facility is located, and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province in which the tennis facility is located, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE TOTAL TENNIS INC. AND THE RELEASEES.

DATED this _____ day of _____, 20_____.

SIGNED, SEALED and DELIVERED in the presence of

Signature
Print Name:
Address:
Telephone #:

Witness Signature
Print Name:
Address:
Telephone #:

NOTE: The following signature is required if this agreement is being signed on behalf of a person under the age of 18 years old.

I am the parent or legal guardian of the minor named _____ [print full name of minor]. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this agreement on behalf of the minor.

If the law does not allow me to waive and release the claims of a minor, then I agree to fully indemnify Total Tennis Inc. and the Releasees and hold them harmless in the event that a claim relating to COVID-19 is advanced against Total Tennis Inc. or a Releasee by or on behalf of the minor.

Signature
Name:
Address:
Telephone #:

Witness Signature
Print Name:
Address:
Telephone #: