

## Waiver and Release of Liability and Indemnity

In consideration of Tuxedo Tennis Club accepting my membership application and payment, permitting me (and if applicable my dependents) to use and enjoy the tennis courts, clubhouse and other equipment and facilities located at 370 Southport Blvd, Winnipeg, Manitoba (together referred to herein as the "Facilities"), the receipt and sufficiency of which is hereby acknowledged, I, on behalf of myself, my dependents and all of our personal representatives, heirs, executors, administrators, agents, and assigns, (collectively, the "Releasor" hereby make and agree to be bound by the following declarations, understandings, waivers, releases and indemnities:

1. The Releasor understands, acknowledges, and agrees that:
  - a. the nature of the activities associated with participating in tennis and related programs is such that personal injury, permanent disability or death may occur;
  - b. the risks and dangers of participating in tennis and related programs, including without limitation, those listed in (a), above may be caused by the Releasor's own actions or inactions and/or the actions or inactions of others;
  - c. it is the Releasor's responsibility to consult with a physician prior to engaging in physical activities such as tennis and that the Releasor has no medical condition that may restrict them from being physically active;
  - d. they are engaging in tennis (and other physical exercise or activity), and entering the Facilities at their own risk; and
  - e. Tuxedo Tennis Club, and its officers, directors, employees, contractors, agents, representatives, successors, and assigns (collectively, "TTC") does not accept any responsibility for personal property and that the Releasor is solely responsible for the safekeeping of all personal property that they bring on or about the Facilities.
2. The Releasor acknowledges the highly contagious nature of bacterial and viral diseases including without limitation COVID-19 and its variants (collectively, "Infectious Diseases"), and that by attending the Facilities they voluntarily assume all risks that the Releasor may be exposed to or contract an Infectious Disease. The Releasor understands and acknowledges that contracting an Infectious Disease may result in serious illness, personal injury, permanent disability, or death.
3. The Releasor assumes the risk of and indemnify and hold harmless TTC from and against any and all liability, costs, expenses, or damage resulting from or related in any manner whatsoever to personal injury, illness, disability, or death and loss of or damage to personal property sustained by the Releasor arising from being (or bringing personal property) in or about the Facilities, using any equipment located thereon (whether provided by TTC or otherwise) or engaging in tennis or other physical exercise or activity **whether caused by the negligence of TTC or otherwise.**
4. The Releasor agrees to release and forever discharge TTC from any and all claims, losses, costs, expenses or causes of action (known or unknown) which the Releasor has or may in future have against TTC on account of injury, illness, disability, death, or loss of or damage to personal property arising out of or attributable to being (or bringing personal property) in or about the Facilities, using any equipment located thereon (whether provided by TTC or otherwise) or engaging in tennis or other physical exercise or activity, due to any cause whatsoever, including without limitation, arising from Infectious Diseases or out of the negligence of TTC.
5. The Releasor acknowledges and agrees that they have carefully read this waiver, release and indemnity and understand it. The Releasor has read and voluntarily signed the waiver, release and indemnity and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_