

ACKNOWLEDGEMENT, ASSUMPTION OF RISKS, WAIVER AND RELEASE OF CLAIMS

CORONAVIRUS (COVID-19)

PLEASE READ CAREFULLY

CHANGES TO OUR PRACTICES AND POLICIES

Here at Yard Athletics Inc. (“**Yard Athletics**”), the safety and wellbeing of our clients has and continues to be our top priority. In order to provide our clients with a safe, effective and enjoyable training environment, while at the same time doing our best to prevent the spread of COVID-19, we’ve made changes to our practices and policies in order to better protect our clients and offer peace of mind in these uncertain times. These changes include, but are not limited to, the following:

- Facility capacity will be limited to 1 individual per rack, allowing 6 foot proximity restrictions to ensure adequate physical distancing;
- Use of masks and/or gloves by all staff;
- Hourly cleaning and disinfection of facility surfaces, with an emphasis on frequently touched areas such as equipment, flooring, changing rooms and door handles utilizing medical grade disinfectants; Clorox, Lysol, Maxill hx2 Hard Surface Disinfectant, and CleanTerra Envirocleanse;
- Installation of UV light treatment and HEPA filters within the HVAC to ensure air purity
- Sessions will run for 60 minutes with a 30 minute buffer afterwards to ensure adequate sanitation follows and no overlap of clientele within the space;
- No use of showers;
- No use of water fountains - please bring your own hydration;
- Hand sanitizer dispensers have been placed at the entrance to and around our facilities for personal use;
- No use of facility towels - please bring your own towels should you wish to utilize them;
- No use of facility lockers - please bring as little as necessary with you into the facility;
- Arrive on time, but not too early to avoid overcrowding the space;
- Prior to using our facilities, each client as well as our staff will be required to confirm certain COVID-19-related information, as set out below.

CLIENT ACKNOWLEDGEMENT

In addition to the steps outlined above, we now require that all clients sign this Acknowledgement, Assumption of Risks and Waiver and Release of Claims Agreement prior to engaging in any activities at Yard Athletics’ facilities (the “**Facilities**”), including weight training, resistance training, fitness classes and the use of any of the facilities and equipment and other services offered by Yard Athletics (the “**Services**”). In order to best ensure your own safety, as well as the safety of our other clients and our staff, PLEASE READ THE BELOW CAREFULLY, AND SIGN THIS DOCUMENT ONLY IF EACH STATEMENT BELOW IS CORRECT IN RESPECT OF YOURSELF:

- I am not currently experiencing COVID-19 symptoms nor have I experienced COVID-19 symptoms in the last 14 days.
 - fever
 - dry cough
 - chills
 - tiredness
 - aches and pains
 - sore throat
 - diarrhea
 - conjunctivitis
 - headache

- loss of taste or smell
 - a rash on skin, or discolouration of fingers or toes
 - difficulty breathing or shortness of breath
 - chest pain or pressure
 - loss of speech or movement
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- I have not travelled outside of Canada or in an area under a travel health advisory in the last 14 days.
 - I have not provided care or had close contact with any person:
 - with COVID-19;
 - reasonably suspected of having COVID-19;
 - who travelled outside of Canada in the last 14 days; or
 - who travelled in an area under a travel health advisory in the last 14 days.
 - I have not been advised by the Government of Canada, British Columbia Provincial Health Services Authority (or a similar public health authority or government health website), the Provincial Health Officer a doctor or a health care worker to self-isolate due to possible exposure to COVID-19.

ASSUMPTION OF RISK AND INFORMED CONSENT

I hereby acknowledge that:

1. I am fully aware of the risks and hazards with respect to COVID-19 inherent in my attendance at the Facilities and participation in the Services.
2. I freely accept and fully and voluntarily agree to assume, without qualification or limitation, the risks with respect to COVID-19, including, but not limited to, the risk of illness, bodily injury, death, property damage or loss that I may sustain as a result of my participation in the Services or attendance at the Facilities, howsoever arising, including, but not limited to, the active or passive negligence of Yard Athletics, and each of its current or future directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as the “**Releasees**”).

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Yard Athletics allowing my access to and use of the Facilities and participation in the Services, and for other good and valuable consideration, I hereby agree:

1. **To waive any and all claims** that I have or may in the future have against the Releasees and to release the Releasees from any and all claims and liability (except as prevented by statute) arising from any injury, including death, loss, damage, cost or relief of any kind due to or associated with COVID-19 whatsoever, including claims resulting from, arising out of, or in any way connected with (i) attendance at the Facilities, (ii) the use of the Services, (iii) the negligence, gross negligence, or breach of contract on the part of the Releasees, and (iv) the breach of any statutory or other duty of care on the part of the Releasees, including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c. 337.
2. **To hold harmless and indemnify the Releasees** from any and all claims or liability for any damage to property of, or personal injury to, any third party, due to or associated with COVID-19 resulting from my attendance at the Facilities, condition or use of any Services, or participation in Yard Athletics activities of any kind.

3. **This agreement shall be effective and binding** upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

I have read this document thoroughly and I understand that, by signing it, I WAIVE AND GIVE UP IMPORTANT LEGAL RIGHTS which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees. I have been afforded a full and unconstrained opportunity to withdraw from participating in or receiving the Services, should I not wish to assume all of the dangers and risks associated with it, but I have freely and voluntarily elected to assume all of these dangers and risks, to give up important legal rights as set out in this document, and to participate in and receive the Services. In entering into this Agreement, I am not relying upon any oral or written representations or statements of any kind made by the Releasees other than what is set forth in this Agreement.

Dated as of the _____ day of _____, 20____.

Signature of Participant

Signature of Witness

Printed Name of Participant

Printed Name of Participant