



ISMAILI SPORTS LEAGUES TORONTO

DECLARATION OF COMPLIANCE – COVID-19

WARNING!

ALL INDIVIDUALS ENTERING THE FACILITY MUST COMPLY WITH THIS DECLARATION

Ismaili Sports Leagues Toronto require the disclosure of exposure or illness in order to safeguard the health and safety of all participants and limit the further outbreak of COVID-19. This Declaration of Compliance will be kept safely, and personal information will not be disclosed unless required by law or with your consent.

An individual who is unable to agree to the terms outlined in this document is not permitted to enter the Organization's facilities or participate in the Organization's activities, programs, or services.

I, *the undersigned being the individual named below*, hereby acknowledge and agree to the terms outlined in this document:

- 1) This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in activities, programs, classes, services provided and events sponsored or organized by Ismaili Sports Leagues and the sport of soccer, including but not limited to: games, tournaments, practices, training (collectively the "Activities"), the undersigned being the Participant acknowledges and agrees to the following terms outlined in this agreement:
- 2) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19 and requires all individuals (or their parent/guardian, when applicable) to adhere to the compliance standards described in this document.
- 3) The individual has not been diagnosed with COVID-19 OR If the individual was diagnosed with COVID-19, the individual was cleared as noncontagious by provincial or local public health authorities.
- 4) The individual has not been exposed to a person with a confirmed or suspected case of COVID-19 OR If the individual was exposed to a person with a confirmed or suspected case of COVID-19, the date of exposure was more than 14 days prior to the date this Declaration of Compliance was signed.

- 5) The individual is attending or participating voluntarily and understands the risks associated with COVID-19. The individual (or the individual's parent/guardian, on behalf of the individual (when applicable)) agrees to assume those risks, including but not limited to exposure and being infected.
- 6) The individual has not, nor has anyone in the individual's household, experienced any signs or symptoms of COVID-19 in the last 14 days (including fever, new or worsening cough, fatigue, chills and body aches, respiratory illness, difficulty breathing, nausea, vomiting or diarrhea, pink eye, or loss of taste or smell).
- 7) If the individual experiences, or if anyone in the individual's household experiences, any signs or symptoms of COVID-19 after submitting this Declaration of Compliance, the individual will immediately isolate, notify the Organization, and not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
- 8) The individual has not, nor has any member of the individual's household, travelled to or had a lay-over in any country outside Canada in the past 14 days. If the individual travels, or if anyone in the individual's household travels, outside Canada after submitting this Declaration of Compliance, the individual will not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since the date of return.
- 9) The individual is following recommended guidelines, including but not limited to practicing physical distancing, trying to maintain separation of six feet from others, adhering to recognized hygiene best practices, and otherwise limiting exposure to COVID-19.
- 10) The individual will follow the safety, physical distancing and hygiene protocols of the Organization.
- 11) This document will remain in effect until the Organization, per the direction of the Provincial government and provincial and local public health authorities, determines that the acknowledgements in this Declaration of Compliance are no longer required.
- 12) The Organization may remove the individual from the facility or from participation in the activities, programs or services of the Organization at any time and for any reason if the Organization believes, in its sole discretion, that the individual is no longer in compliance with any of the standards described in this document.

Release of Liability and Disclaimer

- 13) In consideration of the Organization allowing me to participate in the Activities, use its equipment and facilities, 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 be involved 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 the activities, events and programs of the Organization;
- f) To FOREVER RELEASE AND INDEMNIFY the Organization 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 warranty, breach of contract and/or breach of any statutory duty of care of the Organization;
- g) TO HOLD HARMLESS AND INDEMNIFY the Organization from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in the Activities.
- h) To FOREVER RELEASE AND INDEMNIFY the Organization relating to becoming exposed to or infected by COVID-19 which may result from the actions, omission or negligence of myself and others, including but not limited to the Organization;
- i) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
- j) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
- k) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

General

- 14) The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the province of Ontario, Canada and they further agree that the substantive law of Ontario will apply without regard to conflict of law rules.
- 15) The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement

- 16) The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.