

Awesome Hoops Camp has put in place measures to reduce the spread of **COVID-19**, however this does not guarantee that any individual attending the camp and using the facilities, or participating in activities organized by Awesome Hoops Camp, will not become infected with **COVID-19**. Further, attending the camp location (Webber Academy) and participating in Awesome Hoops Camp, could increase the risk of contracting **COVID-19**.

A parent or guardian of each child participating in Awesome Hoops Camp, is being asked to carefully review, confirm, and agree to the statements made below.

A. Agreement Not to Send My Child to Awesome Hoops Camp if Symptomatic

On behalf of myself and my child/children registered at Awesome Hoops Camp, I certify as follows:

1. No one in my child's household(s) is experiencing any symptoms of illness, including symptoms that resemble a cold. Symptoms include, but are not limited to: cough, fever, shortness of breath or difficulty breathing, runny nose, stuffy nose, sore throat, painful swallowing, headache, chills, muscle or joint aches, feeling unwell in general, new fatigue or severe exhaustion, gastrointestinal symptoms (such as nausea, vomiting, diarrhea, or unexplained loss of appetite), loss of sense of smell or taste, or pink eye.
2. I understand that the list of symptoms noted above is constantly evolving, and I will make best efforts to monitor the most current information from the Government of Alberta at the following link before sending my child/children to Awesome Hoops Camp: <https://www.alberta.ca/coronavirus-info-for-albertans.aspx>
3. I understand that the list of symptoms noted above is constantly evolving, and I will make best efforts to monitor the most current information from the Government of Alberta at the following link before sending my child/children to Awesome Hoops Camp: <https://www.alberta.ca/coronavirus-info-for-albertans.aspx>
4. I will check my child's temperature each day and will ensure they do not have a fever before sending my child/children to Awesome Hoops Camp.
5. My child/children will not attend Awesome Hoops Camp if anyone in my child's/children's household(s) is sick, even if the symptoms resemble a mild cold. If anyone in my child's/children's household(s) is sick or symptomatic, I agree to keep my child/children from participating in Awesome Hoops Camp and will inform the Camp Director by emailing: shawnee@shawneeharle.com
6. I have explained to my child/children the risks of not conforming with the safety and hygiene protocols that have been adopted by Awesome Hoops Camp, and are posted on the Government of Alberta's website, in advance of my child/children attending Awesome Hoops Camp. I have also explained to my child/children that they must follow these safety and hygiene protocols.

I further certify that:

1. No one in my child's/children's household(s) has travelled internationally in the past fourteen (14) days.
2. No one in my child's/children's household(s) believes that they have been exposed to a person with a confirmed or suspected diagnosis of **COVID-19** within the last 14 days.
3. No one in my child's/children's household(s) has been diagnosed with **COVID-19** within the past fourteen (14) days and/or is being directed by Alberta Health Services to self-isolate.
4. The individuals in my child's/children's household(s) are following **COVID-19** guidelines as much as possible including, but not limited to: practicing social distancing by maintaining a separation of at least six feet or two metres from others who are not part of the household(s), engaging in proper handwashing, respecting inter-provincial border recommendations, and otherwise limiting their exposure to **COVID-19**. These guidelines may change as Phase 2 and 3 are introduced in mid and late June.
5. If my answers to any of the above statements change prior to my child/children commencing Awesome Hoops Camp or during the basketball camp, I will withdraw my child from Awesome Hoops Camp and inform the Camp Director by emailing: shawnee@shawneeharle.com

B. Assumption of Risk

Awesome Hoops Camp is attempting to limit the risk of exposure to **COVID-19** by using reasonable efforts to follow the health and safety guidelines recommended by the provincial and federal health authorities. Nevertheless, I understand there remains a risk that my child/children could contract **COVID-19** by attending this Camp. I therefore acknowledge and agree as follows:

1. I acknowledge that **COVID-19** is easily spread by contact with droplets produced by people who have the virus and I voluntarily assume the risk on behalf of my child/children that they may be exposed to or infected by **COVID-19** while attending Awesome Hoops Camp and that such exposure or infection may result in personal injury, illness, permanent disability, and death to my child/children and members of my child's/children's household(s).
2. I acknowledge that it is my responsibility to ensure my child/children follows all health, safety and other rules established by Awesome Hoops Camp. I understand that any behaviour on my child's/children's part that places others at risk could result in immediate termination of my child's/children's right to use the Webber Academy facilities and attend this Camp.

C. Waiver of Liability, Release and Indemnification

In consideration of Dynamic Coaching Solutions permitting my child/children to participate in Awesome Hoops Camp and use the Webber Academy facilities, I agree as follows:

1. **To waive any and all claims that I have or my child/children may have in the future against Dynamic Coaching Solutions, Awesome Hoops Camp**, its members, officers, employees, students, agents, volunteers and independent contractors (collectively referred to as the **Releasees**).
2. **To release the Releasees from any and all liability** for any loss, damage, injury, illness, death or expense that I may, my child/children may, or that members of my child's/children's household(s) may suffer, including the contraction of **COVID-19**, as a result of my child's/children's participation in Awesome Hoops Camp, including such loss, damage, injury, illness, death or expense that is caused by the negligence, breach of contract, or breach of any statutory or other duty of care (including any duty of care owed under the *Occupier's Liability Act*, RSA 2000 c. 0-4, as amended) on the part of the Releasees.
3. **To hold harmless and indemnify the Releasees** from any and all liability, causes of action, claims, judgments, costs and expenses (including legal fees) that my child/children, a member of my child's/children's household(s), or any third party may suffer as a result of my child's/children's participation in Awesome Hoops Camp, including due to any act, omission, or negligence of the Releasees.
4. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

This Agreement shall be governed by and construed in accordance with the laws in force in the province of Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes, and actions arising out of and related to the Activities and this waiver and the parties hereby attorn to the jurisdiction of Alberta courts.

I acknowledge that this Agreement is valid from the date I enter into this Agreement until the end of the Awesome Hoops Camp, and governs all the Awesome Hoops Camp activities in which my child/children participates.

I have carefully read, fully understand, have had an opportunity to consult with a lawyer, and freely and voluntarily accept the terms contained within this Agreement and **understand that I, on my own behalf and on behalf of my child, am giving up substantial rights and accepting the risk that my child may come into contact with, be exposed to, or be diagnosed with COVID-19, following their participation in Awesome Hoops Camp** or by using Webber Academy facilities. I confirm that I have authority to enter into this Agreement on behalf of my child/children and understand that the terms contained herein are legally binding. I understand and agree that the assumption of risk contemplated herein is intended to be as broad and inclusive as possible by the applicable laws of Canada and that if any portion hereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

This Agreement must be completed in full, without alteration, signed, dated and witnessed initialed before the child or children may participate in the activity(ies). We recognize that we should read this agreement before signing it, but we agree to be bound by the terms of this document whether we have read it or not. WE ARE AWARE THAT BY SIGNING THIS DOCUMENT WE AND THE PARTICIPANT(S) ARE, AMONG OTHER THINGS, GIVING UP OUR RIGHT TO SUE CERTAIN PERSONS IF THE PARTICIPANT IS INJURED OR SUFFERS SOME OTHER LOSS EVEN WHERE IT IS THAT PERSON'S FAULT.

AWESOME HOOPS CAMP - RELEASE AGREEMENT

Dynamic Coaching Solutions Inc. and its Employees, Instructors and Volunteers RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK

WARNING: By signing this document you indicate you understand the risks associated with this activity, you are aware that attending this event exposes your child/children to the risks identified in the previous pages and below. It gives Dynamic Coaching Solutions Inc. and its employees, instructors, coaches and volunteers the authority to secure medical assistance for your child/children and for which you agree to be financially responsible. You also agree to assume financial responsibility for damages your child/children cause to third persons or their property.

TO: _____ Dynamic Coaching Solutions for **AWESOME HOOPS CAMP**

PARTICIPANT(S) NAME: _____

PARENTS/GUARDIANS NAME: _____

ADDRESS OF PARENT/GUARDIAN: _____

EMERGENCY PHONE NUMBER: _____

1. I am aware that by attending this event and registering my child/children for this camp, I will be exposing my child/children to the following inherent risks, including but not limited to:

GENERAL

- theft, vandalism, or loss of personal property;
- any manner of injury resulting from use, misuse, or failure of equipment

BASKETBALL

- impact with obstructions, other participants, referees or spectators, game or training equipment, which may include balls or other apparatus, visible or non-visible;
 - potential for bone and muscular skeletal injury, such as sprains, strains, and breaks;
 - episodes of light headedness, fainting, chest discomfort, leg cramps and nausea;
 - an increased load on the heart may result in dizziness, shortness of breath and in extreme circumstances, heart attack
2. I understand that it is my child's/children's responsibility to abide by the rules and regulations imposed on the participants by the coaches, instructors, employees, and/or volunteers
 3. Dynamic Coaching Solutions Inc. and its employees, instructors and volunteers may secure such medical advice and services as it, in its sole discretion, may deem necessary for my child's/children's health and safety and I shall be financially responsible for such advice and services.
 4. I agree to **HOLD HARMLESS AND INDEMNIFY** Dynamic Coaching Solutions Inc. and its employees, instructors, coaches and volunteers from any, and all, liability for any damages to the property of, or personal injury to, any third party resulting from my child's/children's participation in this event.
 5. By signing this document, I **waive** certain legal rights including **the right to sue or claim compensation** following an accident. **I recognize that I should read this agreement before signing it, but I agree to be bound by the terms of this document whether I have read it or not. BY SIGNING THIS AGREEMENT I AM RELEASING DYNAMIC COACHING SOLUTIONS INC. OF ANY NEGLIGENCE AND ACCEPTING FINANCIAL RESPONSIBILITY FOR ANY MEDICAL ASSISTANCE THAT DYNAMIC COACHING SOLUTIONS INC. AND ITS EMPLOYEES, INSTRUCTORS AND VOLUNTEERS MAY DEEM NECESSARY FOR MY CHILD'S/CHILDREN'S HEALTH AND SAFETY. I ALSO ASSUME FINANCIAL RESPONSIBILITY FOR ANY DAMAGES TO THIRD PERSONS OR THEIR PROPERTY THAT MY CHILD MAY CAUSE.**

Date Signed _____

Signature of Parent/Guardian (sign it, **NOT** type it) _____

Witness Name _____ Signature (sign it, **NOT** type it) _____

Witness Address _____

Witness Telephone # _____