

Program Terms and Conditions | Waiver

PLEASE READ CAREFULLY

By registering for a recreation program with the Halifax Regional Municipality (“HRM”) and in consideration of HRM accepting the registration, you agree as follows:

1. That you have reached the age of majority in Nova Scotia and that you are the parent, legal guardian or authorized representative of the individuals you have registered and you will provide documentary evidence of such relationship upon request by HRM.
2. On behalf of myself and the individuals I have registered, and our respective personal representatives and heirs, I acknowledge, agree and represent that I understand that the nature of the activities being undertaken may involve risks and dangers of serious bodily injury including, but not limited to, permanent disability, paralysis and death. I understand that the risk of incurring serious bodily injury including, but not limited to, permanent disability, paralysis and death by the activities being undertaken may result from the actions, omissions, or negligence of myself and others, including, but not limited to, HRM, including employees and volunteers, and program participants and their families.
3. On behalf of myself and the individuals I have registered, and our respective personal representatives and heirs, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that we may be exposed to, or infected by, COVID-19 through the activities being undertaken and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to, or infected by, COVID-19 through the activities being undertaken may result from the actions, omissions, or negligence of myself and others, including, but not limited to, HRM, including employees and volunteers, and program participants and their families.
4. ON BEHALF OF MYSELF AND THE INDIVIDUALS I HAVE REGISTERED, AND OUR RESPECTIVE PERSONAL REPRESENTATIVES AND HEIRS:
 - A. **I KNOWINGLY AND VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO THE INDIVIDUALS I HAVE REGISTERED (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, ARISING FROM, BUT NOT LIMITED TO, REGISTRATION IN, PARTICIPATION IN, OR THE OBSERVATION OF PROGRAMS, ACTIVITIES AND CLASSES OFFERED BY HRM, INCLUDING THE USE OF FACILITIES, PREMISES OR EQUIPMENT (“CLAIMS”);**
 - B. **I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE HALIFAX REGIONAL MUNICIPALITY, ITS MAYOR, COUNCILLORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, OF AND FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO;**
 - C. **I UNDERSTAND AND AGREE THAT THIS INDEMNIFICATION AND RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF HRM, ITS MAYOR, COUNCILLORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES; AND**

D. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON A COVID-19 INFECTION OCCURRING BEFORE, DURING, OR AFTER PARTICIPATION IN THE ACTIVITIES UNDERTAKEN.

5. I authorize HRM to obtain any medical care it deems necessary in the event of an injury, and I agree to pay for any resulting medical expenses.
6. I acknowledge that registration in HRM recreation programming is subject to the policies set out at halifax.ca/recreation/programs-activities/policies-guidelines, which includes policies on cancellation, refunds, and inclusion support. If registration is for a program/service at Cole Harbour Place, these transactions are subject to the policies set out at coleharbourplace.com/about-us/policies. If registration is for a program/service at Canada Games Centre, these transactions are subject to the policies set out at canadagamescentre.ca/recreation/program-policies/.
7. I acknowledge having read, understood, and voluntarily agreed to this waiver, release and indemnity, and hereby declare that I have full and complete authority to do so.

Signature

Date

Print Name