

INFORMED CONSENT AND WAIVER OF LIABILITY

Please read and complete the following carefully as it affects your legal rights.

We, the parents of _____ (hereinafter “our Child”), acknowledge and agree that we are aware of the risks and hazards our Child will be exposed to, including possible exposure to and illness from infectious diseases, including but not limited to, COVID 19, while participating in The Corporation of the County of Brant’s After School Program. We understand as well that our Child’s illness/injury (including exposure and illness from COVID-19) may be caused or contributed to by the negligence or carelessness of others.

In consideration for The Corporation of the County of Brant allowing our Child to attend the After School Program, we agree on behalf of ourselves, our Child, y heirs, assigns, personal representatives and next of kin that:

1. We assume and accept, without limitation, all risks and dangers associated with our Child’s participation in the After School Program and hereby release and forever discharge The Corporation of the County of Brant, its councilors, employees, volunteers and agents (hereinafter referred to collectively as the “County”) from and against any and all claims for damage or injury/illness to our Child, including death and illness from COVID-19, now or in the future, that might result from our Child’s participation in the After School Program except for those damages or injuries caused solely by the gross negligence of the County.
2. We assume full responsibility for understanding the rules, terms, conditions and safe practices associated with our Child’s participation in the After School Program, including but not limited, the advice, recommendations and instructions of public health officials, including any advice, recommendations or instructions on physical distancing and all other measures necessary for the protection of health and safety of our Child and others.
3. We will defend, indemnify and hold harmless the County from any damage, loss, liability, legal costs and other expenses that they may suffer or incur by reason of any claim against them arising from or connected, directly or indirectly, with our Child’s participation in the After School Program, including any claims based on negligence, gross negligence, breach of contract and breach of statutory or other duty unless the damage, loss, liability, legal costs and other expenses are caused solely by the gross negligence of the County.
4. We acknowledge that we are also signing this Agreement on behalf of our Child, that we are WAIVING CERTAIN RIGHTS ON BEHALF OF OUR CHILD that our Child may otherwise have, and that OUR CHILD SHALL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

Acknowledgement

We have read, understood and agreed to the above waiver of liability and assumption of risk in its entirety and understand that by signing this document we are giving up certain legal rights that we and our Child may have, including the right to sue. We understand that the County is relying on this document when allowing Our Child to attend the After School Program and we hereby consent to Our Child attending the After School Program

acknowledging all of the foregoing.

Date

Address, Phone Number and Email

Signature of Witness

Signature of Parent

Name of Witness

Name of Parent

Name of Witness

Name of Parent

Name of Witness

Name of Parent