

SCHEDULE "A"

THE BISHOP STRACHAN SCHOOL

WAIVER OF CLAIMS, RELEASE OF LIABILITY AND ASSUMPTION OF RISKS (the "Release")

Warning: This agreement will affect your legal rights, including your right to sue, read it carefully.

Every person or such persons' parent or guardians (if the participant is not of the age of majority) MUST read and understand this Release before participating in activities on or attending the School's facilities.

1. By signing below, I confirm that I am the individual below, and that I have read and understand this Release.
2. I understand that this Release is made for the benefit of The Bishop Strachan School, and each of its directors, officers, employees, insurers, and volunteers (collectively, the '**School**').
3. I understand that there are inherent risks ('**Risks**') associated with my participation in activities on or attending the School's facilities ('**Activities**').
4. I am aware that the Risks include, but are not limited to, the potential for serious personal injury, death, property damage, or illness (e.g., communicable diseases such as SARS, avian flu (H5N1), MRSA, influenza, and COVID-19). I understand the Risks may be relative to my own state of fitness and health (including physical, mental, and emotional), and to the awareness, care, and skill with which I conduct myself.
5. I FREELY ACCEPT AND FULLY ASSUME ALL RESPONSIBILITIES for all Risks and possibilities of personal injury, death, property damage, illness or other loss resulting from my participation in the above described Activities. I accept these Risks and agree to the terms of this Release, even if the School is found to be negligent or in breach of any duty of care or any obligation to me in respect of my participation in the Activities.
6. I and my heirs, next of kin, executor, administrators, and assigns (collectively my '**Legal Representatives**'), agree:
 - a. To waive all claims that I have or may have in the future against the School;
 - b. To release and forever discharge the School to the fullest extent permitted by law from all liability for all personal injury, death, property damage, illness, or other loss resulting from my participation in Activities due to any cause, WHETHER ARISING FROM THE NEGLIGENCE OF THE SCHOOL, BREACH OF ANY DUTY IMPOSED BY LAW (INCLUDING BUT NOT LIMITED TO THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c. O.2), BREACH OF CONTRACT OR MISTAKE OR ERROR OF JUDGMENT OF THE SCHOOL, OR OTHERWISE;
 - c. To release and forever discharge the School from all liability for all personal injury, death, property damage, illness, or other loss resulting from an infection, disease, virus, bacterium or other microorganisms (whether asymptomatic or not);
 - d. To release and forever discharge the School from all liability for all personal injury, death, property damage, illness, or other loss resulting from public health emergencies, pandemics, or epidemics, as declared as such by the World Health Organization or any governmental authority; and
 - e. To be liable for and to hold harmless and indemnify the School from all actions, proceedings, claims, damages, costs, demands including court costs and costs on a solicitor and client basis, and liabilities whatsoever nature or kind arising out of any way connected with my, or my guests' participation in the Activities.

7. I agree that this Release and all terms contained within are governed by the laws of the Province of Ontario. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario. Any litigation in any way relating to the Activities or to the matters addressed in this Release must be instituted in the Province of Ontario.
8. If any provision (or part of any provision) in this Release is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Release shall remain in full force and effect.
9. I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND EACH TERM IN THIS RELEASE IN ITS ENTIRETY, THAT I HAVE READ THIS RELEASE IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS RELEASE IS BINDING ON MYSELF AND MY LEGAL REPRESENTATIVES.

I confirm that I have reached the age of majority in the Province of Ontario.

Signature of Participant: _____

Date: _____ Name: _____

OR

I, _____, confirm that I am the Parent or Guardian of _____.

Signature of Parent of Guardian (if not age of majority): _____

Date: _____ Name: _____