



Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement Relating to Coronavirus/COVID-19

Please read this document (the "Waiver") carefully, as it affects your future legal rights. Please provide your initials on each page after reading. By signing below, you (on behalf of yourself and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood the Waiver and agreed to its terms.

Each individual ("Participant") participating in the E-Bike Safari operated by South Okanagan E-Bike Safari Safaris Inc. (and its directors, officers, employees, agents, independent contractors, subcontractors, guides, representatives, successors, assigns, volunteers, sponsors, promoters, and advertisers (all of whom are hereafter collectively referred to as "THE RELEASEES") must complete and sign the Waiver. A parent/guardian of a minor Participant must complete and sign the Waiver on behalf of the minor Participant.

This Waiver must be carefully read and signed in consideration of the opportunity of being a willing Participant in the E-Bike Safari.

I have been offered a copy of this Waiver and Release Agreement and I have been advised to read it carefully IN FULL.

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The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly through person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and Have prohibited the gathering of groups of people.

South Okanagan E-Bike Safaris (and its directors, officers, employees, agents, independent contractors, subcontractors, guides, representatives, successors, assigns, volunteers, sponsors, promoters, and advertisers (all of whom are hereafter collectively referred to as "THE RELEASEES") has introduced precautionary measures in an effort to moderate the spread of the COVID-19 virus; however, the Releasees **cannot guarantee** that you will not become infected with the COVID-19 virus. Further, **participating in the E-Bike Safari could increase your risk of contracting the COVID-19 virus.**

By signing this agreement, I acknowledge the contagious nature of the COVID-19 virus and voluntarily assume the risk that I may be exposed to or become infected by the COVID-19 virus by participating in the E-Bike Safari 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 the COVID-19 virus may result from the actions, omissions, or negligence of myself and others, including, but not limited to other participants on the E-Bike Safari.

I ACKNOWLEDGE that I am voluntarily participating in the E-Bike Safari and the activities, events and programs associated with the E-Bike Safari and agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, or death, illness, damage, loss, claim, liability, or expense of any kind) ("Claims") that I may experience or incur in connection with my participation in the E-Bike Safari. I hereby release, covenant not to sue, discharge, and hold harmless the Releasees, its employees, agents, and representatives, of and from any Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the these risks and dangers that may be caused by my own actions or inactions, the actions or inactions of others participating in the trip, the NEGLIGENCE ON THE PART OF SOUTH OKANAGAN E-BIKE SAFARIS INC., OR THEIR STAFF INCLUDING THE FAILURE ON THE PART OF SOUTH OKANAGAN E-BIKE SAFARIS INC. OR THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE COVID-19 VIRUS.

I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the E-Bike Safari operated by the Releasees.

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THE 2019 NOVEL CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

1. I (or my child/ward) am/are currently not experiencing COVID 19 symptoms nor have I/we had COVID-19 symptoms in the last 14 days.
2. I (or my child/ward) have not travelled outside of Canada or in an area under a travel health advisory in the last 14 days.
3. I (or my child/ward) have not provided care or had close contact with any person with COVID-19 or with any person reasonably suspected of having COVID-19 or with any person who has travelled outside of Canada in the last 14 days or with any person who has travelled in an area under a travel health advisory in the last 14 days.
4. I represent and warrant to the Releasees that I (or my child/ward) have not been advised by the Government of Canada or a Public Health Officer or my/our doctor to self-isolate due to possible exposure to COVID-19.
5. I am fully aware of the risks and hazards with respect to COVID-19 inherent in my (or my child's/ward's) voluntarily participation in the E-Bike Safari and the activities, events and programs associated with the E-Bike Safari.
6. I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, bodily injury, permanent disability or illness, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the E-Bike Safari and the activities, events and programs associated with the E-Bike Safari, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.

Date:

SIGNATURE

Full name:

Date of birth:

Home Street Address:

City:

Country:

Postal Code:

Safari Name:

Safari Date:

If applicable:

Full name of child/ward:

Age: _____

WITNESS;

Date:

SIGNATURE

Full name:

Date of birth:

Home Street Address:

City:

Country:

Postal Code:

Please Note - Using a fake name or intentionally falsifying information is considered fraud and could also lead to perjury. Government issued photo Identification must be brought with you to your safari.

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