

SWIFT CURRENT AGRICULTURAL & EXHIBITION ASSOCIATION
Ranchman's Ridin' & Recitin' – September 26, 2020 – Kinetic Park, Swift Current, SK

WAIVER AND ASSUMPTION OF RISK – COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.

Your legal rights and the legal rights of your children are impacted by this document. This Waiver and Assumption of Risk is intended to limit the ability of you and your child(ren) to recover damages against the Organization – it should be read carefully. Clarify any questions or concerns before signing. Each Participant must complete the waiver BEFORE participating in the Activities. In cases of families where parents are separated or divorced, both parents with custody must sign the waiver. After completing the waiver, please return it to the office of the Organization.

Definitions. The words below shall have the following meanings and definitions in this document:

The "**Organization**" means the Swift Current Agricultural & Exhibition Association and their respective Directors, Officers, committee members, members, employees, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives;

The "**Participant**" means the undersigned, or in the case of a child under the age of majority (18 years of age), the said child as handwritten below and represented by their Parent/Guardian as the undersigned;

The "**Activities**" means the Ranchman's Ridin' & Recitin', and the events held thereat, including but not limited to the Junior Stockman's Livestock Show, Heavy Horse Competition, and Cattle Pen Show, scheduled to take place at Kinetic Park, Swift Current, Saskatchewan, on September 26th, 2020; and

"**COVID-19**" means the novel Coronavirus, declared a worldwide pandemic by the World Health Organization.

Acknowledgements. As a Participant in the Activities held by the Organization, the undersigned, being the Participant or the Participant's Parent/Guardian (collectively the "Parties"), acknowledges the following:

Please initial beside each

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| 1. COVID-19 is highly contagious and I voluntarily assume the risk that I or my child(ren) may be exposed to or infected by COVID-19 by participating in the Activities; and that such exposure or infection may result in personal injury, illness, permanent disability, or death to myself, my child(ren) or other family members or individuals that we may interact with outside of the Activities. I understand that many public health authorities may still recommend practicing social distancing. | |
| 2. I understand and acknowledge that the risk of myself or my child(ren) becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Organization, volunteers, and other participants in the Activities and their families. I further agree and acknowledge that I am increasing the risk of myself or my child(ren) becoming exposed to or infected by COVID-19 by participating in the Activities. | |
| 3. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my child(ren), and other family members or individuals that we may interact with outside of the Activities, including but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I, my child(ren), or other family members or individuals that we may interact with outside of the Activities may experience or incur in connection with my or my child(ren) participating in the Activities. | |
| 4. On my behalf, and on behalf of my child(ren), our heirs, any personal representatives, and next of kin, I hereby release, covenant not to sue, discharge, and hold harmless the Organization, and their respective employees, volunteers, agents, representatives, and affiliates, of and from all 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 actions, omissions, or negligence of the Organization or their respective employees, volunteers, agents, representatives, and affiliates, whether a COVID-19 infection occurs before, during or after participation in the Activities. | |
| 5. I understand that by signing this document, I agree that if I or my child(ren) are exposed to or infected by COVID-19 during participation in the Activities, then I or my child(ren) may be found by a court of law to have waived our right to maintain a lawsuit for a claim of negligence. | |
| 6. I represent that neither I, nor my child(ren), have any medical or physical condition which could interfere with our safety in the Activities, or else I am willing to assume the risk of and bear the costs of all risks that may be created, directly or indirectly, by any such condition. | |

7. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or my child(ren) if I were to choose not to assume the risks herein and waive the rights herein, and I agree that the opportunity to participate in return for the execution of this document is a reasonable bargain.	
8. I agree that I will practice safe social distancing and clean hygiene during my participation in the Activities.	
9. I hereby warrant the following:	
a. Neither myself, nor anyone in my household, are experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell, and I agree that neither I, nor anyone in my household, will participate in the Activities if we are experiencing symptoms of illness;	
b. Neither myself, nor anyone in my household, have traveled internationally within the last 14 days, and I agree that neither I, nor anyone in my household, will participate in the Activities if we have traveled internationally within 14 days of the programming;	
c. Neither myself nor my children have traveled to a highly impacted area within Canada in the last 14 days, and I agree that neither I, nor anyone in my household, will participate in the Activities if we have traveled to a highly impacted area within Canada within 14 days of the Activities;	
d. Neither I, nor anyone in my household, have been diagnosed with COVID-19 and not yet cleared as non-contagious by provincial or local public health authorities, and I agree that neither I, nor anyone in my household, participate in the Activities if we are diagnosed with COVID-19 and not yet cleared as non-contagious by provincial or local public health authorities;	
e. I do not believe that I, nor anyone in my household, has been exposed to someone with a suspected and/or confirmed case of the COVID-19, and I agree that neither I, nor anyone in my household, will participate in the Activities if I believe that I or anyone in my household has been exposed to someone with a suspected and/or confirmed case of the COVID-19; and	
f. I and the other members of my household are following all public health authority recommended guidelines and limiting my/our exposure to the COVID-19, and I agree that neither I, nor anyone in my household, will participate in the Activities unless we continue to follow all public health authority recommended guidelines and limit my/our exposure to the COVID-19.	

I have read and understood this document and I agree to be bound by its terms.

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Name: _____
(please print clearly)

Participant Name: _____
(please print clearly)

If Participant is over 18 years of age:

Participant Signature: _____ Date: _____

Please return the completed waiver to:

Swift Current Ag & Ex, Box 146 Swift Current SK S9H 3V5 or kineticpark@swiftcurrent.ca or fax: 306-773-7015