



COVID-19 WAIVER OF LIABILITY, DECLARATION, & INDEMNITY AGREEMENT

Updated: November 15, 2021

IN CONSIDERATION of the Arts & Letters Club of Toronto (the “Club”), permitting you during the COVID-19 pandemic to enter, access, attend, use, enjoy, rent, or work within the Club’s premises at the St. George’s Hall, located at 14 Elm Street, Toronto, Ontario (the “Premises”), you hereby:

1. ACKNOWLEDGE, AGREE, and UNDERSTAND that you are choosing to enter the Premises at your own risk. This includes the risk of contracting or transmitting COVID-19 or any of its variants (collectively, “COVID-19”). The Club is taking prudent steps to implement appropriate safety protocols within the Premises, but the Club cannot assure you that you will not contract or transmit COVID-19 as a result of your attendance;

2. FURTHER ACKNOWLEDGE and AGREE that the Club requires you to be fully vaccinated, or to be approved for accommodation for medical or religious reasons in order to enter the Premises;

3. FURTHER AGREE and DECLARE that you will conform to any and all directives, recommendations, orders, or protocols given by any local government or health authority, or which may be implemented by the Club, in relation to COVID-19 safety (collectively, the “Protocols”), for the entire duration of your attendance at the Premises. You also AGREE that you will not enter the Premises under any circumstances if you feel unwell, have a fever, exhibit a cough, are experiencing any other similar symptoms associated with COVID-19, have any reason to believe you may be infected with COVID-19, or if you have recently been exposed to or tested positive for the virus;

4. FURTHER ACKNOWLEDGE and AGREE that the Club is unable at all times to monitor or supervise your behaviour or the behaviour of other attendees while at the Premises, nor is the Club able to guarantee that other attendees will comply with the Protocols. The Club reserves the right to remove you from the Premises if you are observed to be noncompliant with the Protocols, and restrict your future access;

5. FURTHER ACKNOWLEDGE and AGREE that the Club WILL NOT BE LIABLE TO YOU IN ANY WAY if you contract or transmit COVID-19 as a result of your attendance at or use of the Premises, including any physical or psychological symptoms that you may experience, and which are known or unknown to be associated with COVID-19. Further, if you, a member of your family, someone you have come into contact with, or anyone on behalf of same, make(s) a claim against the Club as a result of your transmission or contraction of COVID-19, YOU WILL INDEMNIFY, SAVE AND HOLD THE CLUB HARMLESS from any liability, damage, cost, litigation expense, lawsuit, action, loss, or fee which the Club may be subject to as a result of such claim;

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ IT, AND UNDERSTAND THAT YOU ARE ACCEPTING LEGAL RESPONSIBILITIES, AND GIVING UP LEGAL RIGHTS AGAINST THE CLUB, INCLUDING THE RIGHT TO SUE.

Full Name: _____ Signature: _____

Email Address or Phone Number: _____

Month _____ Day _____ Year _____

AGREEMENT IN FULL FORCE AND EFFECT FOR ENTIRETY OF ATTENDANCE AT THE PREMISES