



## Liability Waiver for Participation in Debate Camp

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT:

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FROM DEBATE CAMP CANADA LTD., AMONG OTHERS AS SET OUT HEREIN. **PLEASE READ CAREFULLY.**

### PREAMBLE:

The current COVID-19 pandemic presents additional risks to individuals participating in the camps offered by Debate Camp Canada Ltd. ("**Participants**"). All Participants are required to accept these risks as a condition of their participation in camp activities conducted or sanctioned by Debate Camp Canada Ltd. (the "**Activities**"). Debate Camp Canada Ltd. ("**Debate Camp**") will not accept any liability resulting from any person's participation in the Activities. While Debate Camp will play a role in ensuring the safety of all participants, each individual participant is ultimately responsible for (i) monitoring their own health circumstances and assessing their ability and/or willingness to participate in the Activities, (ii) abiding by public health guidelines and directions, (iii) abiding by the health and safety protocols established by the facility in which the Activities are held, and (iv) providing and agreeing to the disclosure of certain personal information in the event such disclosure is required for contact tracing purposes. Debate Camp will not accept any liability resulting from any person's participation in the Activities. The Statement of Risks set forth below is intended to enable Participants to better understand the various risks involved in the Activities. All Participants will be required to sign the Release of Liability and Waiver of Claims, Assumption of Risks and Indemnity Agreement set forth below, which will release Debate Camp and its representatives, agents or employees from any future claims which might arise as a result of the Participant's participation in the Activities.

### STATEMENT OF RISKS

The Activities involve risks to which all Participants are exposed. These include, but are not limited to: bodily injury, misuse or malfunction of protective equipment, or the physical environment in which the Activities take place (which may include the Participant's own home, a public space, or Debate Camp-owned or leased property); **contracting COVID-19 or any other contagious disease, or developing cough, shortness of breath, fever, body aches, headaches, loss of taste or smell, or gastrointestinal symptoms;** **engaging in controversial topics that involve the use of material or information antithetical to ones personal values or views that are not discussed in the home;** and privacy breaches that may arise through Activities conducted over the internet. It is always possible that Activities may be suspended or cancelled, or that losses or damages may be sustained, due to these and other risks. Participants are solely responsible for assessing their ability to participate in any Activity, assessing the suitability of their physical surroundings, assessing the suitability and proper use of their protective equipment, and abiding by public health guidelines and directions.

### TO DEBATE CAMP:

In consideration of Debate Camp permitting the individual named below ("I" or "me") to participate in the Activities, and for other good and valuable consideration, I hereby agree to all the terms and conditions set forth in this agreement (the "Agreement") as follows:

1. **ASSUMPTION OF RISKS.** I AM AWARE THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS, HAZARDS AND LIABILITIES INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE, AND THOSE REFERRED TO IN THE PREAMBLE AND STATEMENT OF RISKS SET FORTH ABOVE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, HAZARDS AND LIABILITIES INVOLVED AND THE POSSIBILITY OF PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, LOSS, EXPENSE OR INCONVENIENCE WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF DEBATE CAMP OR OTHERWISE.
2. **RELEASE OF LIABILITY AND WAIVER OF CLAIMS.** I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS which I or my next of kin have or may in the future have against Debate Camp and its respective directors, officers, coaches, instructors, employees, agents, representatives, successors and assigns (collectively, "**Releasees**"), arising out of or attributable to my participation in the Activities, due to any cause whatsoever, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF DEBATE CAMP OR ANY OTHER RELEASEE, BREACH OF CONTRACT. OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWING UNDER OCCUPIERS LIABILITY LEGISLATION OR OTHERWISE. I covenant not to make or bring any such claim against Debate Camp or any other Releasee, and forever release and discharge Debate Camp and all other Releasees from liability under such claims.
3. **INDEMNITY AGREEMENT.** I shall defend, indemnify and hold harmless Debate Camp and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from my participation in Activities.
4. **CONSENT TO DISCLOSURE.** I hereby authorize Debate Camp to disclose my personal information, as set out at the bottom of this Agreement, to Nova Scotia provincial health authorities upon request for the purpose of carrying out contact tracing.
5. **FURTHER ASSURANCES.** I hereby agree to provide such cooperation and to sign such other documents as may be required in the future to carry out the terms of this Agreement.
6. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of Debate Camp and me with respect to the subject matter contained herein. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and Debate Camp, the Releasees, and their successors and assigns.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING THE PREAMBLE AND STATEMENT OF RISKS, AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN, INCLUDING THE RIGHT TO SUE DEBATE CAMP AND THE RELEASEES.

Signed this day \_\_\_\_\_ of \_\_\_\_\_, 2021.

**Signature:**

**Witness**

**Name of Participant:**

**Witness Name:**

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

**Parent/Guardian:**