



## Waiver and Release

As a condition of coverage by the Sport Manitoba Insurance Program :

I, the undersigned, intend to use some or all of the activities, facilities, programs and services offered by The Manitoba Provincial Handgun Association in conjunction with Sport Manitoba Inc. and delivered by a MPHA affiliated Club or Discipline

For the valuable consideration of being allowed such use, I do hereby waive, release and forever discharge the MPHA and Sport Manitoba, including any associated or related persons, or any directors, officers, employees, agents, contractors, volunteers, insurers, successors, assigns or sponsors, representatives and all others acting on its behalf (the "Releasees") from any and all claims or causes of action (known or unknown) for any illness, damage or loss that may occur to me or my property as a result of my participation in any aspect of the activities, facilities, programs and services offered as follows.

This Insurance Policy provides no coverage for any **Claim** in any way caused by, arising out of, or resulting from any disease or contagion, including that designated as such by any of the following:

- A. Federal, Provincial, Territorial or Municipal authority or agency;
- B. Minister of the Federal, Provincial or Territorial Crown;
- C. a person occupying the position of Chief Medical Officer of Health (or similar position) of a Province, Territory or Municipality;
- D. the World Health Organization;
- E. the Center for Disease Control/Centre for Disease Control of
  - i) Canada or any Canadian Province or Territory;
  - ii) the United Kingdom of Great Britain and Northern Ireland; or
  - iii) the United States of America and any American State or Territory.

For purposes of this Endorsement, disease or contagion so designated shall include:

- any derivative, mutation or variation of the disease or contagion;
- any fear or threat of the spread of the disease or contagion;
- any failure to prevent, contain or eradicate the disease or contagion.

For purposes of greater clarity, the following are diseases or contagion that are excluded pursuant to this endorsement:

- 1) Coronavirus disease (COVID-19);
- 2) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- 3) Ebola;
- 4) Avian Influenza (Avian Bird Flu); and,
- 5) Legionella (Legionnaires' Disease).

I understand that each person (myself included) has a different capacity for participating in activities, facilities, programs and services and that participation carries an inherent risk. I am

aware that all activities, facilities, programs and services offered are educational, recreational or self-directed in nature. I agree that my participation is strictly voluntary and has not been requested or required by the Releasees. I further agree that I assume any and all risk of injury, illness, damage or loss that might result. I further agree to assume all risk of damage, loss or theft to or of any of my personal property.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation. I acknowledge that I have either had a physical examination and have been given a physicians permission to participate or that I have decided to participate without the approval of my physician. I assume all responsibility for my participation in the activities, facilities, programs and services offered by the Association and for my utilization of any and all equipment and machinery in connection with these activities, facilities, programs and services.

I understand that the activities, facilities, programs and services offered by the Association may sometimes be conducted by persons who may not be knowledgeable, licensed, certified or registered instructors or professionals. I accept the fact that the skills and competencies of some agents, representatives or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and employed to provide such professional services.

Those under 18 years of age must have this form signed by a parent or guardian.

**Declaration:**

I acknowledge that I have carefully read this Agreement and fully understand that it is a **release and waiver of liability and consent** . I certify that I have read and understand all of the terms of this Agreement and agree to continue to abide by all of the terms of this Agreement.

\_\_\_\_\_  
Participant (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**If Participant is under 18 years of Age - Guardian signature required**

I represent that I am the parent or legal guardian of the Participant and that I have the legal authority to execute this Agreement. I have read and understand the provisions of this Agreement and consent to all provision in this Agreement.

\_\_\_\_\_  
Parent/Guardian (print name)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

**COVID-19 Declaration**

I hereby declare that I, or anyone in my household, has not experienced any cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, respiratory illness, difficulty breathing). If I, or anyone in my household, experiences any cold or flu-like symptoms after submitting this declaration, I will then not attend any activity, program or service for a minimum period of 14 days after the cold or flu-like symptoms have completely gone away. This agreement will remain in effect until Sport Manitoba, at the direction of the Province of Manitoba and provincial health officials, declares the requirements in this declaration are no longer in

effect.

Agree \_\_\_\_\_  
(Initial)

I hereby declare that I or any member of my household have not travelled to or had a lay-over in any country outside Canada or Province outside of Manitoba in the past 14 days. If I or anyone in my household travels outside of Manitoba after submitting this declaration, I will then not attend any activity, program or service for a minimum period of 14 days after the date of return. This agreement will remain in effect until Sport Manitoba, at the direction of the Province of Manitoba and provincial health officials, declare the requirements in this declaration are no longer in effect.

### **Travel Declaration**

Agree \_\_\_\_\_  
(Initial)

I have read and understand the "SPORT MANITOBA OUTDOOR GROUP TRAINING RULES AND PROTOCOLS DECLARATION" below and accept and waive any right to participating should I not comply with these policies.

Agree \_\_\_\_\_  
(Initial)

### **Sport Manitoba Outdoor Group Training Rules and Protocols**

All participants will bring their own equipment (if applicable), and participants are not allowed to enter into any indoor premises of the training location to change, shower, and obtain food or beverages. Participants will be instructed to and are required to maintain a two-metre distance from others attending the training session.

