

APPENDIX A

Release, Waiver of Liability, and Assumption of Risk Agreement Relating to COVID-19

**EVERY VISITOR MUST SIGN THE BELOW AGREEMENT BEFORE ATTENDING AT ANY
SERVICE AT THE CONGREGATION**

**(BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE. PLEASE READ CAREFULLY!)**

Date of Visit: _____ June 1, 2021 to December 31, 2021 _____

Name: _____

Name of Guardian (if applicable): _____

Home Address: _____

Telephone Number: _____

In consideration of Christ Evangelical Lutheran Church, Kelowna (the "Congregation") permitting me access onto its property and premises at 2091 Gordon Drive, Kelowna, BC (the "Property"), for the purpose of attending worship services.

I ACKNOWLEDGE AND AGREE AS FOLLOWS:

I have been made aware that and acknowledge:

- The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, federal, provincial, and local governments and federal and provincial health agencies recommend physical distancing and have, in many locations, prohibited the congregation of mass groups of people.
- The risks of COVID-19 are not fully understood, and contact with, or transmission of, COVID-19 may result in risks including but not limited to personal injury, illness, permanent disability, death, damage, loss, and expense, the exact nature of which are not currently ascertainable.
- The Congregation has put in place preventative measures to reduce the spread of COVID-19 at the Property; however, the Congregation is not responsible in any manner for any risks related to COVID-19 or if my family members or I develop COVID-19 or symptoms of COVID-19.
- Attendance at the Property carries with it certain inherent risks related to COVID-19 transmission that cannot be eliminated regardless of the care taken to avoid such risks. Inherent risks may include, but are not limited to: (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or its treatment.

- By attending the Property, I could increase my risk and my family's risk of contracting COVID-19.

I voluntarily accept and assume the risk that I may be exposed to or infected by COVID-19 by attending the Property and that such exposure or infection may result in personal injury, illness, permanent disability, death, damage, loss, and expense.

I understand that the risk of becoming exposed to or infected by COVID-19 at the Property may result from the actions, omissions, negligence, breach of contract, or breach of statutory duty of myself and others, including, but not limited to the Congregation, the BC Synod of the Evangelical Lutheran Church in Canada (the "Synod"), and the Congregation's and Synod's respective directors, officers, managers, employees, agents, servants, representatives, and contractors (collectively the "Lutheran Parties").

I agree, on behalf of myself, my heirs, executors, administrators, and assigns to hereby release, waive, discharge, and covenant not to sue the Lutheran Parties from any and all causes of action, claims, demands, liabilities, requests, damages or any recourse whatsoever that I now have or may have in the future, in respect of any personal injuries or other damages which may occur or arise as a result of exposure to COVID-19 during my visit to the Property, whether caused by the negligence, breach of contract, or breach of statutory duty of care of the Lutheran Parties or otherwise.

I will abide by the Congregation's safety and COVID-19 guidelines at all times while I am on the Property and will follow and comply with the instructions of the Congregation's leaders, employees, and volunteers with respect to COVID-19 precautions;

I represent and warrant that I do not have symptoms of COVID-19, have not been diagnosed with COVID-19, am not awaiting the results for a COVID-19 diagnostic test, have not been in close contact with or have a household member with COVID-19, and have not travelled internationally within the last 14 days. If any of these conditions apply to me, I will not enter the Property;

I understand that this permission to attend at the Property may be revoked at any time by a Congregation representative for failure to comply with COVID-19 safety guidelines and, if revoked, I agree to leave the Property immediately;

I agree that this Release, Waiver of Liability and Assumption of Risk Agreement extends to all acts of negligence by the Lutheran Parties, whether a COVID-19 infection occurs before, during, or after my attendance at the Property, and is intended to be as broad and inclusive as is permitted by the laws of British Columbia and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I have read this Release, Waiver of Liability and Assumption of Risk Agreement, fully understand its terms, understand that I have given up substantial legal rights against the Lutheran Parties by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signed at _____ this _____ day of _____, 20_____