

**INDEMNITY AND WAIVER AGREEMENT
REGARDING USE OF POOL
Between
The Owners, Strata Plan BCS 3437
(the "Strata Corporation")
and**

Name of person using the Pool _____ (Print Name)

Address, contact info _____

Phone Number _____

INDEMNITY AND WAIVER

As a condition of my use of the Pool within Strata Plan BCS 3437:

- I agree to comply with the Strata Corporation's bylaws and rules regarding the use of the Pool (which for the purposes of this INDEMNITY AND WAIVER includes for certainty the following areas: pool, jacuzzi, sauna, change rooms and furniture.
- I assume all risk of personal injury (which for the purposes of this INDEMNITY AND WAIVER includes for certainty for the purposes contracting any disease or any virus such as COVID-19 (also known as coronavirus)) resulting from any cause whatsoever with respect to my use of the Pool including, but not limited to, claims arising from the BC *Occupiers Liability Act*, and/or any negligence or breach of contract on the part of the Strata Corporation, its council members, employees, volunteers or strata managers;
- I agree that the Strata Corporation, its council members, employees, volunteers and/or strata managers will not be liable to me or to any person on my behalf for any personal injury suffered by me arising from my use of the Pool and I expressly waive any and all such claims;
- I agree that I am responsible for the safety and conduct of person under the age of 19 years that accompanies me while using the Pool (each an "Accompanying Child") and that I will hold the Strata Corporation, its council members, employees, volunteers or property managers harmless from liability arising in connection with use of the Pool by any Accompanying Child, including any liability arising from personal injury suffered by such Accompanying Child while using the Pool; and
- I agree to:
 - **NOT use the Pool if I am exhibiting any symptoms of being infected with COVID -19, or if I have been in personal contact with any person who has been diagnosed with, or who is exhibiting symptoms of being infected with Covid-19 or have been required to quarantine or to isolate by any health authority for any reason whatsoever; and**
 - **NOT bring any person with me to use the Pool who is under the age of 19 years if such person is exhibiting any symptoms of being infected with COVID -19, or has, to my knowledge, been in personal contact with any person who has been diagnosed with, or who is exhibiting symptoms of being infected wit COVID -19 or has been required to quarantine or to isolate by any health authority for any reason whatsoever.**

I acknowledge that I have read this INDEMNITY AND WAIVER and, by signing it, will waive certain legal rights, including the right to sue.

NOTE: Signing this INDEMNITY AND WAIVER could affect your insurance coverage. Advise your broker or agent that you have signed this INDEMNITY AND WAIVER.

Signed _____ (PRINT NAME)

Signature _____ Date _____, 202__

END OF DOCUMENT