

OSLT/Roxy In Person Participant Waiver

In-person participant waiver regarding The Roxy Owen Sound Little Theatre (OSLT), (the "Theatre"), and related youth programs (the "Agreement").

WARNING:

By entering into this Agreement you indicate that you understand the risks associated with participating in The OSLT/Roxy's in-person programming, and that you are aware that by attending and/or participating in any related Program Activity(ies) you will be exposed to the risks identified below.

The Roxy has put in place measures to reduce the spread of **COVID-19**, however, the Theatre cannot guarantee that any individual attending our programming, using the Theatre's facilities, or participating in activities organized by the Theatre, whether on-site or off-site will not become infected with **COVID-19**. Further, attending and/or participating in any OSLT/Roxy related activities, could increase the risk of contracting **COVID-19**.

You are being asked to carefully review, confirm and agree to the statements made below.

In agreeing to participate and/or use The Roxy facility or related program rental space, I understand that the Roxy will not be liable for any loss, injury or death resulting from the risks outlined herein. I agree to waive my right to sue The Roxy, The Owen Sound Little Theatre or any person working with or for the organization, including but not limited to staff, Board of Directors, volunteers and/or contractors for any loss, injury or death resulting from the risks outlined within this Agreement.

A. Agreement of Code of Conduct

In consideration of The Roxy permitting me to participate in OSLT/Roxy in-person programming, I agree as follows:

Everyone entering The Roxy must wear a mask. We ask that every person in the theatre adhere to all rules and bylaws regarding COVID-19 including physical distancing, respiratory etiquette, handwashing, and not attending the theatre if you have any symptoms. The OSLT/Roxy reserves the right to deny entrance to any person not wearing a mask or deemed to be exhibiting symptoms of COVID-19. Any person who has come in contact with anyone who has recently tested positive for COVID-19, who has been asked to isolate by Public Health for any reason, and/or who are awaiting COVID-19 test results are asked to adhere to Public Health guidelines in these regards and not enter the theatre.

The OSLT/Roxy seeks to provide a welcoming and comfortable environment for everyone and pledges to treat all who enter the theatre with the utmost respect and dignity. We ask that visitors reciprocate the same in their treatment of our staff, volunteers, patrons and renters, whether in person or online. Discrimination or harassment of any kind, whether based on race, colour, national origin, religion, creed, gender identity, age, physical, mental or developmental disability, marital status, sexual orientation, political ideology, or any other reason, will not be tolerated.

The OSLT/Roxy reserves the right to remove any person (and/or online comment) who demonstrate violent, discriminatory or harassing language and/or behavior. The OSLT/Roxy reserves the right to refuse admission or participation to anyone who has violated these conditions during previous activities.

Being in the Theatre is a personal choice by patrons, members of the public and contact holders. While OSLT/The Roxy strives to do it's best to ensure the cleanliness of the facility and the safety of all people, the OSLT/The Roxy cannot be held liable for the cleanliness of all surfaces at all times.

I have read and understood the Code of Conduct policy.

B. Waiver of Liability, Release and Indemnification

In consideration of The Roxy permitting me to participate in The Roxy/OSLT in-person programming, I agree as follows:

1. To waive any and all claims that I may have in the future against the Theatre, its members, officers, employees, students, agents, volunteers and independent contractors (collectively referred to as the Releases).
2. **To release the Releases from any and all liability** for any loss, damage, injury, illness, death or expense that I may, or that members of my household(s) may suffer, including the contraction of **COVID-19**, as a result of my attending the Theatre or Participating in Programming Activities, including such loss, damage, injury, illness, death or expense that is caused by the negligence, breach of contract, or breach of any statutory or other duty of care (including any duty of care owed under the *Occupiers' Liability Act, R.S.O. 1990, c. O.2*, as amended) on the part of the Releases.
3. **To hold harmless and indemnify the Releases** from any and all liability, causes of action, claims, judgments, costs and expenses (including legal fees) that I, a member of my household(s), or any third party may suffer as a result of my attending the Theatre or Participating in Programming Activities, including due to any act, omission, or negligence of the Releases.
4. The Roxy Theatre shall not be liable for any lost, stolen or damaged personal articles.
5. I authorize The Roxy Theatre to have and use photographs, slides, video recordings, and comments of the person(s) participating in this program as needed in promotional materials, including but not limited to, the Roxy website or social media platforms.
5. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

This Agreement shall be governed by and construed in accordance with the laws in force in the province of Ontario and the federal laws of Canada, as applicable. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes, and actions arising out of and related to attending the Theatre, or Participating in the OSLT/Roxy Programs and this waiver and the parties hereby attorn to the jurisdiction of Ontario courts. I have carefully read, fully understand, have had an opportunity to consult with a lawyer, and freely and voluntarily accept the terms contained within this Agreement and **understand that I, on my own behalf, am giving up substantial rights and accepting the risk that I may come into contact with, be exposed to, or be diagnosed with COVID-19 following my attending and/or participating in any OSLT/Roxy in-person programs.**

I confirm that I have the authority to enter into this Agreement and understand that the terms contained herein are legally binding. I understand and agree that the assumption of risk contemplated herein is intended to be as broad and inclusive as possible by the applicable laws of Canada and that if any portion thereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

6. I have read and understood the registration and refund policy.