



**COVID-19 WAIVER OF LIABILITY, DECLARATION, & INDEMNITY AGREEMENT**

IN CONSIDERATION of The Art School of Peterborough (the “**Art School**”), permitting you during the COVID-19 pandemic to enter, access, attend, use, enjoy, rent, or work within the premises at the 174A, 174B, & 174C Charlotte Street, located at Peterborough, Ontario (the “**Premises**”), you hereby:

1. ACKNOWLEDGE, AGREE, and UNDERSTAND that you are choosing to enter the **Premises** at your own risk. This includes the risk of contracting or transmitting COVID-19 or any of its variants (collectively, “**COVID-19**”). The Art School of Peterborough is taking prudent steps to implement appropriate safety protocols within the Premises, but the school cannot assure you that you will not contract or transmit COVID-19 as a result of your attendance;

2. FURTHER ACKNOWLEDGE and AGREE that The Art School of Peterborough requires individuals 18+ to be fully vaccinated as of January 1<sup>st</sup>, 2022, or to be approved for accommodation for medical or religious reasons in order to enter the **Premises**;

3. FURTHER AGREE and DECLARE that you will conform to any and all directives, recommendations, orders, or protocols given by any local government or health authority, or which may be implemented by The Art School of Peterborough, in relation to COVID-19 safety (collectively, the “**Protocols**”), for the entire duration of your attendance at the **Premises**. You also AGREE that you will not enter the **Premises** under any circumstances if you feel unwell, have a fever, exhibit a cough, are experiencing any other similar symptoms associated with COVID-19, have any reason to believe you may be infected with COVID-19, or if you have recently been exposed to or tested positive for the virus;

4. FURTHER ACKNOWLEDGE and AGREE that the Art School of Peterborough is unable at all times to monitor or supervise your behaviour or the behaviour of other attendees while at the **Premises**, nor is the **Art School** able to guarantee that other attendees will comply with the **Protocols**. The **Art School** reserves the right to remove you from the **Premises** if you are observed to be noncompliant with the **Protocols**, and restrict your future access;

5. FURTHER ACKNOWLEDGE and AGREE that the **Art School** WILL NOT BE LIABLE TO YOU IN ANY WAY if you contract or transmit COVID-19 as a result of your attendance at or use of the **Premises**, including any physical or psychological symptoms that you may experience, and which are known or unknown to be associated with COVID-19. Further, if you, a member of your family, someone you have come into contact with, or anyone on behalf of same, make(s) a claim against the **Art School** as a result of transmission or contraction of COVID-19, YOU WILL INDEMNIFY, SAVE AND HOLD THE ART SCHOOL HARMLESS from any liability, damage, cost, litigation expense, lawsuit, action, loss, or fee which the **Art School** may be subject to as a result of such claim;

**BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ IT, AND UNDERSTAND THAT YOU ARE ACCEPTING LEGAL RESPONSIBILITIES, AND GIVING UP LEGAL RIGHTS AGAINST THE ART SCHOOL OF PETERBOROUGH, INCLUDING THE RIGHT TO SUE.**

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

**AGREEMENT IN FULL FORCE AND EFFECT FOR ENTIRETY OF ATTENDANCE AT THE PREMISES**  
Sign and submit this document upon entry into the premise of The Art School of Peterborough.

The Art School of Peterborough, 174A Charlotte Street, Peterborough, Ontario K9J 2T8