



LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

UKRAINIAN EGGCESSORIES RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (To be executed by Participants 18 and older)

1. This is a binding legal agreement. Clarify any questions or concerns before digitally acknowledging. As a Participant in the Pysanky Toronto retreat sponsored or organized by Ukrainian EggCessories, the instruction, activities, programs, events and services sponsored or organized by Ukrainian EggCessories including but not limited to: retreats, workshops, demos, egging parties or instructional sessions as well as walks and hikes around the property (collectively the "Activities"), the Participant acknowledges and agrees to the terms outlined in this agreement.

Disclaimer

2. Ukrainian EggCessories, its owner, family members, employees, volunteers, instructors of the facilities in which the Activities take place, (collectively "the Company") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Participant during, or as a result of the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Company.

Description and Acknowledgement of Risks

3. I understand and acknowledge that:

a) The Company has a difficult task to ensure safety and it is not infallible. The Company may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.

b) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Company has put in place preventative measures to reduce the spread of COVID-19; however, the Company cannot guarantee that I will not become infected with COVID-19. Further, attending the Activities could increase my risk of contracting COVID-19. All participants will be required to sign a hard copy of the COVID-19 release before being allowed in the retreat. You can review this document – attached at the bottom of this waiver.

4. I am participating voluntarily in the retreat Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:

a) Health: Executing strenuous and demanding physical techniques, physical exertion, overextension, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof;

b) Premises: Defective, dangerous, or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe or irregular conditions on floors, grounds, or other surfaces; extreme weather conditions;

c) Use of Equipment: Mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Company to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability;

d) Ability: Failing to act safely or within my own ability or within designated areas;

e) Cyber: Privacy breaches, hacking, technology malfunction or damage;

f) Conduct: My conduct and conduct of other persons including any physical altercation between participants;

WARNING! By digitally acknowledging this document, you will waive certain legal rights – including the right to sue. Please read carefully.

I have reviewed the information regarding

and understand some possible causes and symptoms of a concussion;

g) Travel: Travel to and from the activities; and

h) Negligence: My negligence and negligence of other persons, including NEGLIGENCE ON the PART OF THE COMPANY, may increase the risk of damage, loss, personal injury or death. I understand that the Company may fail to safeguard or protect me from the risks, dangers and hazards of programs, some of which are referred to above.

Terms consideration of the Company allowing me to participate in the Activities, I agree:

5. In

a) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental or physical condition;

b) That I am responsible for my surroundings and the location and equipment that I select;

c) To comply with the rules and regulations for participation in the Activities;

d) To comply with the rules of the facility or equipment;

e) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Company immediately;

f) The risks associated with the Activities are increased when I am impaired and I will not participate if impaired in any way;

g) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;

h) That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment; and

i) That COVID-19 is contagious in nature and I may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability or death.

Release of Liability and Disclaimer

6. In consideration of the Company allowing me to participate, I agree:

a) That the sole responsibility for my safety remains with me;

b) To ASSUME all risks arising out of, associated with or related to my participation;

c) That I am not relying on any oral or written statements made by the Company or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;

d) To WAIVE any and all claims that I may have now or in the future against the Company;

e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of The Company;

f) To FOREVER RELEASE AND INDEMNIFY the Company from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to: the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Company;

g) To FOREVER RELEASE AND INDEMNIFY the Company from any action related to becoming exposed to or infected by COVID-19 as a result of, or from any action, omission or negligence of myself or others, including but not limited to The Company;

h) That the Company is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;

i) That negligence includes failure on the part of the Company to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and

j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. I agree that in the event that I file a lawsuit against the Company, I agree to do so solely in the Province of Ontario, Canada and further agree that the substantive law of Ontario will apply without regard to conflict of law rules.

Acknowledgement

8. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal

representatives. I further acknowledge by digitally acknowledging this agreement I have waived my right to maintain a lawsuit against The Company on the basis of any claims from which I have released herein.

DECLARATION OF COMPLIANCE – COVID-19

WARNING! ALL INDIVIDUALS ENTERING THE FACILITY of UKRAINIAIN EGGCESSOREIS AND/OR PARTICIPATING IN SANCTIONED ACTIVITIES MUST COMPLY WITH THIS DECLARATION UKRAINIAN EGGCESSORIES (collectively the “Company”) requires the disclosure of exposure or illness in order to safeguard the health and safety of all participants and limit the further outbreak of COVID-19. This Declaration of Compliance will be kept safely, and personal information will not be disclosed unless as required by law or with your consent.

An individual (or the individual’s parent/guardian, if the individual is under the age of 18) who is unable to agree to the terms outlined in this document is not permitted to enter the Company’s facilities or participate in the Company’s activities, programs, or services.

1. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID- 19 is extremely contagious. The company has put in place preventative measures to reduce the spread of COVID-19 and requires all individuals (or their parent/guardian, when applicable) to adhere to the compliance standards described in this document.
2. The individual has not been diagnosed with COVID-19; OR If the individual was diagnosed with COVID-19, the individual was cleared as noncontagious by provincial or local public health authorities more than 14 days prior to the date this Declaration of Compliance was signed.
3. The individual has not been exposed to a person with a confirmed or suspected case of COVID-19; OR If the individual was exposed to a person with a confirmed case of COVID-19, the date of exposure was more than 14 days prior to the date this Declaration of Compliance was signed.
4. The individual is attending or participating voluntarily and understands the risks associated with COVID-19. The individual (or the individual’s parent/guardian, on behalf of the individual (when applicable)) agrees to assume those risks, including but not limited to exposure and being infected.
5. The individual has not, nor has anyone in the individual’s household, experienced any signs or symptoms of COVID-19 in the last 14 days (including fever, new or worsening cough, fatigue, chills and body aches, respiratory illness, difficulty breathing, nausea, vomiting or diarrhea, pink eye, or loss of taste or smell).
6. If the individual experiences, or if anyone in the individual’s household experiences any signs or symptoms of COVID-19 after submitting this Declaration of Compliance, the individual will immediately isolate, notify the Company, and not attend any of the Company’s facilities, activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
7. The individual is following recommended guidelines, including but not limited to, practicing physical distancing, trying to maintain separation of six feet from others, adhering to recognised hygiene best practices, and otherwise limiting exposure to COVID-19.
8. The individual will follow the safety, physical distancing, and hygiene protocols of the Company.
9. This document will remain in effect until the Company, per the direction of the provincial government and provincial health officials, determines that the acknowledgements in this Declaration of Compliance are no longer required.
11. The Company may remove the individual from the facility or from participation in the activities, programs or services of the Company at any time and for any reason if the Company believes, in its sole discretion, that the individual is no longer in compliance with any of the standards described in this document.

Print Name:

Date:

Signature:

Date

Signature of Ukrainian EggCessories Representative