



Toronto Island Marina, 1569483 Ontario Limited  
 181 Bay St.,  
 Brookfield PO, P.O. Box 30070  
 Toronto, ON M5J 0A5

### ACKNOWLEDGMENT AND WAIVER

\_\_\_\_\_ (the “Boater”) **ACKNOWLEDGES** that despite the steps and precautions taken by the Toronto Island Marina (“TIM”), traveling to and from the marina on vessels operated by TIM (“TIM Vessels”), and the use of TIM’s facilities on Centre Island (“TIM’s Facilities”) entails some unavoidable risk, given the nature of COVID-19. In consideration of and for the opportunity to use TIM’s Facilities and/or passage on TIM Vessels, the Boater:

1. **ASSUMES** those risks, including the risk of exposure to the novel corona virus that causes the disease or condition commonly referred to as COVID-19, and the risk of contracting COVID-19 (“**COVID-19 Risks**”).
2. **AGREES** to abide by all rules, policies, and procedures TIM has implemented, or may in the future implement to reduce COVID-19 Risks (all “**COVID-19 Measures**”).
3. **ACKNOWLEDGES** that a failure to comply with any COVID-19 Measures may result in the Boater being denied boarding and passage on any TIM Vessels, or denied access to TIM’s Facilities.
4. **AGREES AND UNDERTAKES** not to bring any claims for injury, loss, or damages against TIM, TIM’s staff, TIM’s principals or related entities (the “**TIM Parties**” <sup>1</sup>) including without limitation any claims arising out of or relating to, without limitation, exposure to the novel corona virus and/or contracting COVID-19 (any “**Claims**”), and **THE BOATER HEREBY RELEASES, AND FOREVER DISCHARGES** the TIM Parties from and against any and all Claims arising out of or relating to, without limitation, the COVID-19 risks, including novel corona virus and/or contracting COVID-19.
5. **AGREES AND UNDERTAKES** to refrain from travelling on any TIM Vessels or entering TIM’s Facilities while exhibiting any COVID-19 symptoms, during any period during which the Boater should or must be in quarantine or self-isolating based on orders, and/or guidance provided by government or public health officials, or while knowingly infected with the novel corona virus and/or COVID-19.
6. **AGREES AND ACKNOWLEDGES** having had the opportunity to obtain independent legal advice before signing this document.

\_\_\_\_\_  
 Print Boater’s Name

\_\_\_\_\_  
 Boater’s Signature

Date: \_\_\_\_\_

<sup>1</sup> The TIM parties shall include 1569483 Ontario Inc., which operates TIM.