

TO: THE GOVERNORS OF THE UNIVERSITY OF CALGARY

WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS, AND
COVENANT NOT TO SUE THE GOVERNORS OF THE UNIVERSITY OF CALGARY (the Agreement)

WARNING: By entering into this Agreement you indicate that you understand the risks associated with using University facilities and/or participating in University Activity(ies), and that you are aware that by allowing your child to use University facilities and/or participate in University Activity(ies) you are exposing them to the risks identified below.

PLEASE READ CAREFULLY!

CHILD'S NAME: _____

PARENT'S/GUARDIAN'S NAME: _____

PARENT'S/GUARDIAN'S ADDRESS: _____

COURSE CODE & TITLE/ACTIVITY NAME : Using University Facilities and/or Participating in University Activities On or Off University of Calgary Campuses

COURSE/ACTIVITY DATE: January 1, 2021 – December 31, 2021

The Alberta Government continues to protect the health and safety of all Albertans through reducing the spread of the novel corona virus (or **COVID-19**) by issuing orders, restrictions, guidelines and recommendations (Public Health Measures). **COVID-19** is easily spread by contact with droplets produced by people who have the virus.

The Governors of the University of Calgary (the **University**) has put in place measures to reduce the spread of **COVID-19**, however the University cannot guarantee that any individual attending University campuses, using University facilities and/or participating in activities organized by the University, whether on-campus or off-campus (collectively, **using University facilities and/or participating in University Activities**) will not become infected with **COVID-19**. Further, using University facilities and/or participating in University Activities, could increase the risk of contracting **COVID-19**.

A parent or guardian of each child using University facilities and/or participating in University Activities, is being asked to carefully review, confirm and agree to the statements made below.

In agreeing to allow my child to use University facilities and/or participate in University Activities, I understand that the University will not be liable for any loss, injury or death resulting from the risks outlined herein. I agree to waive my right and my child's right to sue the University for any loss, injury or death resulting from the risks outlined within this Agreement.

A. Agreement Not to Send My Child to Use University Facilities and/or Participate in University Activities

On behalf of myself and my child, _____ (insert name of child), I certify as follows:

1. No one in my child's household(s) is experiencing any symptoms of illness, including symptoms that resemble a cold. Symptoms include, but are not limited to: cough, fever, shortness of breath or difficulty breathing, runny nose, stuffy nose, sore throat, painful swallowing, headache, chills, muscle or joint aches, feeling unwell in general, new fatigue or severe exhaustion, gastrointestinal symptoms (such as nausea, vomiting, diarrhea, or unexplained loss of appetite), loss of sense of smell or taste, or pink eye.

2. I understand that the list of symptoms noted above is constantly evolving, and I will make best efforts to monitor the most current information from the Government of Alberta at the following link before sending my child to use University facilities and/or participate in University Activities: <https://www.alberta.ca/coronavirus-info-for-albertans.aspx>
3. I will check my child's temperature each day and will ensure they do not have a fever before sending my child to use University facilities and/or participate in University Activities.
4. My child will not use University facilities and/or participate in University Activities if anyone in my child's household(s) is sick, even if the symptoms resemble a mild cold. If anyone in my child's household(s) is sick or symptomatic, I agree to keep my child from using University facilities and/or participating in University Activities **and will inform the University by emailing active@ucalgary.ca**.
5. I have explained to my child the risks of not conforming with the safety and hygiene protocols that have been adopted by the University, and those posted on the Government of Alberta's website (<https://www.alberta.ca/prevent-the-spread.aspx>) in advance of my child using University facilities and/or participating in University Activities. I have also explained to my child that they must follow these safety and hygiene protocols.

I further certify that, if the statements below are no longer accurate prior to or during my child's use of University facilities and/or participation in University Activities, I will stop my child from using University facilities and/or participating in University Activities and inform the University by emailing active@ucalgary.ca.

1. No one in my child's household(s) has returned from international travel in the past fourteen (14) days.
2. No one in my child's household(s) believes that they have been exposed to a person with a confirmed or suspected diagnosis of **COVID-19** within the last 14 days.
3. No one in my child's household(s) has been sick and/or has been directed by Alberta Health Services or any applicable public health authority to self-isolate in the past 14 days.
4. The individuals in my child's household(s) are following current Public Health Measures including, but not limited to: practicing physical distancing by maintaining a separation of at least two (2) metres from others who are not part of their household(s), engaging in proper handwashing, respecting public health measures issued by other provinces or territories including restrictions and recommendations related to inter-provincial travel, and otherwise limiting their exposure to **COVID-19**.

B. Assumption of Risk

The University is attempting to limit the risk of exposure to **COVID-19** by using reasonable efforts to follow the health and safety guidelines recommended by the provincial, territorial and federal health authorities. Nevertheless, I understand that there remains a risk that my child could contract **COVID-19** by using University facilities and/or participating in University Activities. I therefore acknowledge and agree as follows:

1. I acknowledge that **COVID-19** is easily spread by contact with droplets produced by people who have the virus and I voluntarily assume the risk on behalf of my child that they may be exposed to or infected by **COVID-19** while using University facilities and/or participating in University Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death to my child and/or members of my child's household(s).
2. I acknowledge that it is my responsibility to ensure my child learns and follows all health, safety and other rules established by the University and all Public Health Measures. I understand that any behaviour on my child's part that places others at risk could result in immediate termination of my child's right to use University facilities and/or participate in University Activities.

C. Waiver of Liability, Release and Indemnification

In consideration of the University permitting my child to use University facilities and/or participate in University Activities, I agree as follows:

1. **To waive any and all claims that I or my child may have in the future against the University**, its members, officers, employees, students, agents, volunteers and independent contractors (collectively referred to as the **Releasees**).
2. **To release the Releasees from any and all liability** for any loss, damage, injury, illness, death or expense that I may, my child may, or that members of my child's household(s) may suffer, including the contraction of **COVID-19**, as a result of my child attending University campuses, using University facilities and/or participating in University 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 *Occupier's Liability Act*, RSA 2000 c. 0-4, as amended) on the part of the Releasees.
3. **To hold harmless and indemnify the Releasees** from any and all liability, causes of action, claims, judgments, costs and expenses (including legal fees) that my child, a member of my child's household(s), or any third party may suffer as a result of my child attending University campuses, using University facilities and/or participating in University Activities, including due to any act, omission, or negligence of the Releasees.
4. 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 Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes, and actions arising out of and related to my child's attending University campuses, using University facilities and/or participating in University Activities and this waiver and the parties hereby attorn to the jurisdiction of Alberta 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 and on behalf of my child, am giving up substantial rights and accepting the risk that my child may come into contact with, be exposed to, or be diagnosed with COVID-19 following their attendance at University campuses, use of University facilities and/or participation in University Activities.**

I confirm that I have authority to enter into this Agreement on behalf of my child 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 hereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

Signed this _____ day of _____, _____.

SIGNATURE OF PARENT OR GUARDIAN

PARENT OR GUARDIAN NAME (please print)

WITNESS SIGNATURE (Non Family Member)

WITNESS NAME (please print)

WITNESS ADDRESS

WITNESS TELEPHONE #

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and where indicated above paragraphs must be initialed before the child may use University facilities and/or participate in University Activities.