

TO: THE BOARD OF GOVERNORS OF MACEWAN UNIVERSITY

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

WARNING: By entering into this Agreement you indicate that you understand the risks associated with the Activity(ies), and that you are aware that by allowing your child to participate in the 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 : **Participation in Children's Activities On or Off MacEwan University Campuses**

COURSE/ACTIVITY DATE: _____

The Alberta Government declared a province-wide state of emergency under *The Emergency Management Act* on March 17, 2020 to protect the health and safety of all Albertans and to reduce the spread of the novel coronavirus (or **COVID-19**). **COVID-19** is easily spread by contact with droplets produced by people who have the virus.

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

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

In agreeing to send my child to their 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 University Activities if Symptomatic

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 their 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 their University Activities.
4. My child will not attend their 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 participating in their University Activities and will inform the University by emailing hse@macewan.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 are posted on the Government of Alberta's website (<https://www.alberta.ca/prevent-the-spread.aspx>) in advance of my child attending their University Activities. I have also explained to my child that they must follow these safety and hygiene protocols.

I further certify that:

1. No one in my child's household(s) has travelled internationally 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 diagnosed with **COVID-19** within the past 2 months and/or is being directed by Alberta Health Services to self-isolate.
4. The individuals in my child's household(s) are following recommended guidelines as much as possible including, but not limited to: practicing social distancing by maintaining a separation of at least six (6) feet or two (2) metres from others who are not part of the household(s), engaging in proper handwashing, respecting inter-provincial border recommendations, and otherwise limiting their exposure to **COVID-19**.
5. If my answers to any of the above statements change prior to my child commencing their University Activities or during their University Activities, I will withdraw my child from their University Activities and inform the University by emailing hse@macewan.ca.

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 and federal health authorities. Nevertheless, I understand that there remains a risk that my child could contract **COVID-19** by attending their 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 attending their University Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death to my child and 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. 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 the University's facilities or attend their University Activities.

C. Waiver of Liability, Release and Indemnification

In consideration of the University permitting my child to participate in their University Activities and to use the University's facilities, I

agree as follows:

1. **To waive any and all claims that I have 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's participation in their 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's participation in their 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 the Activities and this waiver and the parties hereby attorn to the jurisdiction of Alberta courts.

I acknowledge that this Agreement is valid from the date I enter into this Agreement until the end of the **Course Activity Date(s)** stated on the first page of this Agreement and governs all the University Activities in which my child participates.

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 participation in their University Activities** or by using the University's facilities. 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 participate in the activity(ies).