

University of
Lethbridge



TO: THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE

INFORMED CONSENT, RISK ACKNOWLEDGEMENT AND INDEMNITY AGREEMENT

WARNING: By signing this document you indicate that you understand the risks associated with the activity(ies), that you are aware that by allowing your child to participate in the activity(ies) you are exposing him/her to the risks identified below.

It gives the University authority to secure medical assistance for your child for which you agree to be financially responsible. You are agreeing to assume financial responsibility for any damage to third persons or their property caused by your child.

INITIAL

CHILD'S FIRST NAME: _____ **SURNAME:** _____ **Date of Birth:** _____

ADDRESS: _____ **(City, Prov):** _____ **Telephone #:** _____

Participation in the activity(s) **Climbing Wall / Bouldering Cave / Auto Belay**, carries with it certain inherent risks. I am aware that by allowing my child to participate in the activity(s), my child may be exposed to any manner of harm, injury, illness, death or property damage resulting from such risks, including but not limited to the following:

General:

- Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water damage;
- Travel by motor vehicle, bus or any other means of transportation to, from, or during the activity(s);
- Food Consumption: Ensure your child is aware not to partake of drinks/food that may be provided during this program if they have any food allergies.
- Potential exposure, transmission and/or contraction of virus, bacteria, and pathogens.

NOTE: Please consult with your child's physician prior to them participating in any physical activity(s) or using any equipment if they have any pre-existing conditions which may be affected by their participation in the activity(s).

Sporting/Physical Activities:

- All manner of muscular and skeletal injuries, bruises, scrapes, cuts, strains, sprains, leg cramps, dislocations, or bone injuries;
- Head, facial, dental and neurological injuries such as concussions and traumatic brain injuries (TBI);
- An increased load on the heart that may result in dizziness, shortness of breath, fainting, chest pain or discomfort, nausea, and in extreme circumstances may result in a heart attack;
- Being struck with projectiles;
- Falling against, impacting, entanglement or impairment on apparatus, equipment or other natural or man made obstacles (visible or non-visible), or against the ground, floors, walls or other surfaces;
- Contact with other participants, officials, spectators, or people or sustaining injuries arising from their actions;
- My child's participation and use of equipment beyond his/her own abilities; and
- The use, misuse, failure or malfunctioning of equipment.

Climbing Wall / Bouldering Cave / Auto Belay:

- Falling and impacting against horizontal or vertical surfaces, climbing/rock faces or the floor including falling in the main floor area, bouldering cave, from the upper deck, or ladders resulting in collision with protruding climbing holds/rocks, ledges, edges, railing or any other permanent or temporary fixtures; failure or improper use of the ropes, failure of any part of the climbing wall, carabiners, anchor systems or attachment points;
- Rope abrasions, entanglement and other injuries resulting from activities such as rescue systems, climbing, belaying, rappelling, smearing, edging, hand holds or other movement skills and any other rope techniques;
- Falling items/climbing holds, climbers or dropped items such as ropes or climbing hardware;
- Skin contact with climbing panels.

NOTE: When applicable to an activity(s), a proper helmet, harnesses and other climbing equipment designed specifically for an activity(s) must be worn and secured at all times while engaged in the activity(s).

In consideration of **The Governors of the University of Lethbridge** permitting my child(s) participation in the activity(s) of

Climbing Wall / Bouldering Cave / Auto Belay, I agree as follows:

1. **The Governors of the University of Lethbridge** may secure such medical advice and services as it, in its sole discretion, may deem necessary for my child's health and safety and I shall be financially responsible for such medical advice and services.
2. I understand that it is my child's responsibility to abide by the rules and regulations imposed on the participants by the Instructor. I have explained to my child the need to follow the instructions given by the instructor.
3. I understand that if my child is supplying his/her own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(s) in which he/she is participating. I understand that The Governors of the University of Lethbridge accepts no responsibility for any incidents or accidents occurring out of the use or misuse of my child's equipment.
4. I agree to HOLD HARMLESS AND INDEMNIFY **The Governors of the University of Lethbridge** from any and all liability for any damage to the property of, or personal injury to, any third party resulting from my child's participation in the activity(s).

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM ACCEPTING FINANCIAL RESPONSIBILITY FOR ANY MEDICAL ASSISTANCE THE UNIVERSITY MAY DEEM NECESSARY FOR MY CHILD'S HEALTH AND SAFETY AND ALSO FOR ANY DAMAGE TO THIRD PERSONS OR THEIR PROPERTY THAT MY CHILD MAY CAUSE.

Parent/Guardian:

Name _____ Signature _____ Date _____

Witness:

Name _____ Signature _____ Date _____

This Agreement must be completed in full, without alteration and signed, before the child may participate in the activity(s).

COVID-19 Waiver

TO: The Governors of the University of Lethbridge

WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS, AND COVENANT NOT TO SUE THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE (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.

INITIAL

Using University Facilities and/or participating in University Activity(ies) On or Off University of Lethbridge Campuses

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 corona-virus (or **COVID-19**). **COVID-19** is easily spread by contact with droplets produced by people who have the virus.

The Board of Governors of the University of Lethbridge (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 (collectively, **the University Activities**) will not become infected with **COVID-19**. Further, attending the University Campus and/or participating in the University Activities, could increase the risk of contracting **COVID-19**.

You are 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 Use University Facilities or Participate in University Activities if Symptomatic

**Note: Symptoms of a known pre-existing condition may cautiously be considered part of an individual's baseline health status and if symptoms are not new, do not change and are not accompanied by any other Covid-19 symptom, the participant may continue to attend the activity or University Facility.*

On behalf of myself and my child (as applicable), and prior to participating in University Programs and/or using University Facilities, I certify as follows:

- Apart from symptoms of a recurring and known baseline health condition, neither myself/my child or anyone in my household(s) is experiencing any new symptoms of illness.
- In the case of symptoms for children under 18, I will refer to and complete the "Covid-19 AB Daily Health Checklist for Children under 18" at the following link prior to my child participating in Programs and using the Facilities: https://www.alberta.ca/assets/documents/edc-covid-19-screening-questionnaire-english.pdf?fbclid=IwAR2Ma3aTs4FPI3tPhlFR_UTosu2bBps8bWZ-hShiZsYwTea5hFhnb3Vfdrl
- I understand that the symptoms of COVID-19 continue to evolve, and I will make best efforts to monitor the most current information from the Government of Alberta at the following link before attending (or my child attending) their University Activity(ies): <https://www.alberta.ca/coronavirus-info-for-albertans.aspx>
- I/My Child agree not to attend their University Activities if anyone in my/my child's close contacts has been exposed to a Covid-19 positive case or is sick and/or experiencing symptoms identified with Covid-19 over and that are above any baseline health condition; and if anyone in my/my child's close contacts is sick or symptomatic apart from baseline health conditions, I agree not to participate/or as a parent/guardian agree that my child will not participate in University Activity (ies).
- I agree where possible to inform the University if I/my child attended a University activity or facility within 10 days prior of receiving a positive result from a Covid-19 test and/or received direction from Alberta Health Services to self-isolate. I agree where possible to notify the University of any diagnosis of Covid-19 in order that the University may initiate its rapid response protocol.
- I understand/My child understands the risks of not following the safety and hygiene protocols that are adopted by the University from the Government of Alberta: These protocols and are posted on the Government's website (<https://www.alberta.ca/prevent-the-spread.aspx> and in the University Facilities.
- In relation to international travel, that I/my child will not attend if I/my child or any close contacts have travelled internationally fourteen (14) days prior of such attendance and participation unless I/my child are taking part in the International Border Pilot Project and then I/my child will comply and observe the program restrictions at all times.
- That my close contacts are and I/my child are following recommended guidelines to prevent the spread of Covid-19 as much as possible including, but not limited to: practicing physical distancing by maintaining a separation of at least six (6) feet or two (2) meters from others who are not part of my/my child's close contacts, engaging in proper handwashing, and otherwise limiting my/our exposure to COVID-19.
- That if my answers to any of the above statements change prior to myself/my child commencing or during their University Activity(ies) or attending University Facilities, I will remove myself/my child from their Activity(ies)

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 the University Campus, Using University Facilities and/or Participating in 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 that my child may be exposed to or infected by **COVID-19** while Using University Facilities 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 members of my child's close contacts.
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 behavior on my child's part that places others at risk could result in immediate termination of my child's right to Use University Facilities or attend their University Activity(ies).

C. Waiver of Liability, Release and Indemnification

In consideration of the University permitting my child to use University Facilities and/or Participate in their University Activity(ies), 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, my child , or that members of my child's close contacts may suffer, including the contraction of **COVID-19** as a result of my child attending University Facilities and/or Participating in their University Activity (ies), 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 I, my child, a member of my child's close contacts, or any third party may suffer as a result of my child attending University Facilities or participating in their University Activity (ies), 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 attending the University Campus, Using University Facilities 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 on the University campus, Use of the University Facilities and/or participating in their University Activities.**

By way of my signature below, 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.

Signature

Parent/Guardian:

Name _____ **Signature** _____ **Date** _____

Witness:

Name _____ **Signature** _____ **Date** _____

The personal information requested on this form is collected under authority of the Alberta Post-secondary Learning Act (Alberta) and section 33c of the Freedom of Information and Protection of Privacy Act (Alberta) (the Act) and will be protected under Part 2 of the Act. The information is collected for the purpose of determining participation in University sanctioned programs, activities and for emergency notification. Questions related to the collection, use or disclosure of your personal information can be directed to the University of Lethbridge Privacy Office, 4401 University Drive W, Lethbridge, AB T1K 3M4, 403-332-4620, email: foip@uleth.ca.