

**ORS/HOUSING GENERAL SOCIAL ACTIVITY
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT**

In agreeing to participate in University Housing/ORS Activities, I understand that the University will not be liable for any loss, injury or death, resulting from the risks outlined herein and acknowledge that by submitting and agreeing to this document I am waiving certain legal rights, including the right to sue.

PLEASE READ CAREFULLY!

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. All participants in the University Activities are being asked to carefully review, confirm, and agree to the statements made below.

Participant Name: _____ University ID#: _____

TO: THE ORGANIZATION OF RESIDENT STUDENTS (ORS), UNIVERSITY OF LETHBRIDGE STUDENTS' UNION (ULSU) AND THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE (UNIVERSITY),

THE ACTIVITIES:

The ORS together with the Residence Assistants of the department of Housing Services organize and host activities for resident students throughout the course of the academic and housing term. These activities aim to enhance the residence community and provide socialization opportunities for its residents. The activities may include, but are not limited to attending and participating in activities like: Corn Mazes, movies, swimming, skating, bowling, scavenger hunts, playing capture the flag and may also include potlucks, picnics and other social activities from a minor to moderate risk factor which occur on or off the University's campus. Participation in any and all of the activities is always voluntary and consent may be withdrawn at any time: Transportation to attend any activity or event is also solely arranged by each participant (all hereinafter collectively referred to as "the Activities").

ASSUMPTION OF RISKS:

I understand and agree that there are hazards and risks inherent with my participation in any and all of the Activities any of which could cause me bodily injury or permanent disability or loss of life and/or loss or damage to my property, including but not limited to:

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, water craft, airplanes or any other means of transportation to, from, or during the activity(s) and risk of motor vehicle collision, operator error and/or mechanical breakdown.

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

Sporting 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 not visible), or against the ground, floors, walls or other surfaces; contact with participants, officials, spectators, or other people or sustaining injuries arising from their actions; my participation and/or use of equipment beyond my own skills and abilities; and the use, misuse, failure or malfunctioning of equipment; and being struck with projectiles such as balls, racquets, pucks and/or shuttlecocks.

Covid-19/Virus/Bacteria/Pathogens: 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

I acknowledge that COVID-19 is highly contagious and I voluntarily assume the risk that I may be exposed to or infected by COVID-19 while attending my University Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death to me and members of my household and furthermore that it is my responsibility to ensure I learn and follow all health, safety and other rules established by the University. I understand that any behaviour on my part that places others at risk could result in immediate termination of my right to use the University's facilities or attend University Activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the ORS, the ULSU and the UNIVERSITY accepting my participation in any and all of the Activities, I hereby agree as follows:

1. **AGREE NOT TO PARTICIPATE IN ANY ACTIVITY IF I OR ANYONE IN MY HOUSEHOLD IS EXPERIENCEING SYMPTOMS THAT RESEMBLE A COLD.** SYMPTOMS INCLUDE BUT ARE NOT LIMITED TO: FEVER, COUGH, SHORTNESS OF BREATH OR DIFFICULTY BREATHING, RUNNY NOSE, STUFFY NOSE, SORE THROAT, PAINFUL SWALLOWING, HEADACHE, CHILLS, MUSCLE OR JOINT ACHES, GENERAL FEELING OF UNWELL, NEW FATIGUE OR EXHAUSTION, GASTROINTESTINAL SYMPTOMS (nausea, vomiting, diarrhea), LOSS OF SENSE OF SMELL OR TASTE OR PINK EYE.
2. **AGREE TO FOLLOW ALL SAFETY AND HYGIENE PROTOCOLS** that have been adopted by Housing Services, The University, The City of Lethbridge and the Government of Alberta in advance of attending any and all Activities and understand the risks of not conforming with health and safety protocols;
3. **AGREE TO WAIVE ANY AND ALL CLAIMS, DEMANDS, SUITS AND ACTIONS** that I or my heirs, successors, executors, administrators, representatives and assigns may have against THE UNIVERSITY and its OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES (the "RELEASEES") for any personal injury, disability, death, property damage or loss arising directly or indirectly from my participation in any and all of the Activities; and
4. **AGREE TO RELEASE THE RELEASEES** from any and all liability for any personal injury, disability, death, property damage or loss I may suffer as a result of my voluntary participation in any and all of the activities, FOR ANY CAUSE WHATSOEVER, including NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY OWED UNDER THE OCCUPIER'S LIABILITY ACT, RSA 2000 c. 0-4 AS AMMENDED ON THE PART OF THE RELEASEES;

5. **HOLD HARMLESS AND INDEMNIFY** THE RELEASEES from all liability for any property damage or losses or injury to any third party resulting from my voluntary participation in any and all of the Activities; and
6. That if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect; and
7. **AGREE** this agreement shall be governed by and interpreted in accordance with the laws in the Province of Alberta; and
8. **AGREE** any litigation involving the parties to this Agreement shall be brought within the Province of Alberta

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO ACCEPTING IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ **Date:** _____

The personal information is collected under authority of the Freedom of Information and Protection of Privacy Act. The information is collected for the purpose of determining participation in Housing Services, Residence Life programs and activities. 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, e-mail: foip@uleth.ca