ADULT'S USE OF UNIVERSITY FACILITIES AND-OR PARTICIPATING IN UNIVERSITY ACTIVITIES DURING COVID-19 ~ WAIVER

TO: Brock University (University)

WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS, AND COVENANT NOT TO SUE BROCK UNIVERSITY (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 Activities (as defined below), and that you are aware that by using University facilities and/or participating in University Activities (as defined below) you will be exposed to the risks identified below.**

PLEASE READ CAREFULLY!

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

ACTIVITY NAME: Attending the University Campus, using the University's facilities, or participating in activities organized by the University, whether on-campus or off-campus.

ACTIVITY DATE(S): *March 8, 2021-April 30, 2023*

The Government of Ontario declared a province-wide state of emergency under *The Emergency Management and Civil Protection Act* on March 17, 2020 to protect the health and safety of all Ontarians 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 **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 student internships and placements) (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.

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

In agreeing to participate in my 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 to sue the University for any loss, injury or death resulting from the risks outlined within this Agreement.

A.Agreement Not to Participate in University Activities if Symptomatic

On behalf of myself, I certify as follows:		*Initials*
1.	No one in my 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 Ontario at the following link before engaging in University Activities: https://www.ontario.ca/page/covid-19-stop-spread#section-0	
3.	I will ensure I do not have a fever before engaging in university activities.	

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4.	I will not use university facilities or participate in university activities if anyone in my household(s) is sick, even if the symptoms resemble a mild cold. If anyone in my household(s) is sick or symptomatic, I agree to not engage in university activities and will inform the University by emailing Karen McAllister-Kenny at kmcallisterkenn@brocku.ca	
5.	I have read and understand 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 Ontario's website (https://www.ontario.ca/page/covid-19-stop-spread#section-0) in advance of engaging in University Activities. I also understand that I must follow these safety and hygiene protocols.	

I further certify that:		*Initials*
6.	No one in my household(s) has travelled internationally in the past fourteen (14) days.	
7.	No one in my household(s) believes that they have been exposed to a person with a confirmed or suspected diagnosis of **COVID19** within the last 14 days.	
8.	No one in my household(s) has been diagnosed with **COVID19** within the past 2 months and/or is being directed by a health care provider to self-isolate.	
9.	The individuals in my household(s) are following recommended guidelines as much as possible including, but not limited to: practicing social distancing by maintaining a separation of a least six (6) feet or two (2) metres from others who are not part of their household(s), engaging in proper handwashing, respecting inter-provincial travel recommendations, and otherwise limiting their exposure to **COVID19**.	
10.	If my answers to any of the above statements change prior to me engaging in University Activities or during my engagement of University Activities, I will not attend the University Campus and will withdraw from engaging in University Activities and will inform the University by emailing Karen McAllister-Kenny at kmcallisterkenn@brocku.ca	

B. <u>Assumption of Risk</u>

The University is attempting to limit the risk of exposure to **COVID19** 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 I could contract **COVID19** by attending the University Campus, engaging in University Activities. I therefore acknowledge and agree as follows:		*Initials*
1.	I acknowledge that **COVID19** is easily spread by contact with droplets produced by people who have the virus and I voluntarily assume the risk that I may be exposed to or infected by **COVID19** while engaging in University Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death to me or members of my household(s).	
2.	I acknowledge 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 engage in University Activities.	

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C. Waiver of Liability, Release and Indemnification

In consideration of the University permitting me to engage in University Activities, I agree as follows:		*Initials*
1.	**To waive any and all claims that I 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, or that members of my household(s) may suffer, including the contraction of **COVID19**, as a result of my engagement in University Activities, including such loss, damage injury, illness, death or expense that is caused by negligence, breach of contract, or breach of any statutory or other duty of care (including any duty owed under the *Occupier's Liability Act*, RSO 1990 c O.2, 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, judgements, costs and expenses (including legal fees) that I, a member of my household(s), or any third party may suffer as a result of my engagement 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 Ontario and the federal laws of Canada, as applicable. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes, and actions arising out of and related to my engagement in University Activities and the waiver and the parties hereby attorn to the jurisdiction of Ontario 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 the Agreement and **understand that I, on my own behalf, am giving up substantial rights and accepting the risk that I may come into contact with, be exposed to, or be diagnosed with COVID19 following my attending the University Campus, using University Facilities and/or participating in University Activities.**

I confirm that I have the authority to enter into this Agreement 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 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.

Read Only

Signature of Participant: _____ Date:_____

Participant Name [print]: _____

Signature of Witness: _____ Date:_____

Witness Name [print]: _____

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and where indicated above paragraphs must be initiated before I may engage in University Activity(ies).