



August 2020

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

TO: UNIVERSITY OF GUELPH (the "University") GUELPH

WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS, AND COVENANT NOT TO SUE

THE UNIVERSITY OF GUELPH (the Agreement)

WARNING: By entering into this Agreement you indicate that you understand the risks associated with using University Facilities (as described below), and/or participating in University Activities (as described below), and that you are aware that by using University Facilities and/or participating in University Activities you will be exposed to the risks identified below.

PLEASE READ CAREFULLY!

NAME OF PARENT / GUARDIAN: \_\_\_\_\_

ADDRESS OF PARENT: \_\_\_\_\_

NAME OF MINOR CHILD(REN): \_\_\_\_\_

UNIVERSITY FACILITIES AND/OR UNIVERSITY ACTIVITIES: Child care services provided by the University of Guelph Child Care and Learning Centre

The Government of Canada, the Government of Ontario, local governments, and public health authorities have implemented measures 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 also 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 following:






I/We are the Custodial Parent(s) or Guardian(s) of the Minor Child(ren) identified above. In agreeing to participate in University Activities or use University Facilities, I/We understand that the University will not be liable for any loss, injury or death resulting from the risks outlined herein. I/We 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 Use University Facilities or Participate in University Activities if Symptomatic**

I/We certify as follows:

1. No one in our household(s) or social circle (as that term is used and approved by the Ontario Chief Medical Officer of Health) 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/We understand that the list of symptoms noted above is constantly evolving, and I/We will make best efforts to monitor the most current information from the Government of Ontario at the following link before using University Facilities or participating in University Activities: <https://www.ontario.ca/page/covid-19-stop-spread#section-0> 
3. I/We will check our/my temperature and that of our Minor Child(ren) each day and will ensure I/We and our Minor Child(ren) do not have a fever before using University Facilities or participating in University Activities. 
4. I/We 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) or social circle is sick or symptomatic, I/We agree to not use University Facilities or participate in University Activities **and will inform the University by emailing [trewv@uoguelph.ca](mailto:trewv@uoguelph.ca)** . 
5. I/We 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 website (<https://www.ontario.ca/page/covid-19-stopsread#section-0>) in advance of using University Facilities or participating in University Activities. I/We also understand that I/We and the Minor Child(ren) must follow these safety and hygiene protocols. 



I/We further certify that the following statements are accurate:

1. No one in my household(s) or social circle has travelled internationally in the past fourteen (14) days. 
2. Subject only to 3 immediately below, no one in my household(s) or social circle believes that they have been exposed to a person with a confirmed or suspected diagnosis of **COVID19** within the last fourteen (14) days. 
3. If I and/or someone or some people in my household(s) or social circle is a (are) front-line worker(s) (such as hospital staff, long term care staff, or other individual(s) who interact(s) with individuals who have confirmed or suspected cases of COVID-19), I or, to the best of my knowledge, they, have worn proper and approved Personal Protective Equipment at all times whenever I(they) interacted with an individual who has a confirmed or suspected case of COVID-19 in the past fourteen (14) days; 
4. Subject only to 3 immediately above, the individuals in my household(s) social circle are following recommended guidelines 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) metres from others who are not part of their household(s) or social circle, engaging in proper handwashing, respecting inter-Provincial travel recommendations, and otherwise limiting their exposure to **COVID-19**. 
5. No one in my household(s) or social circle has been diagnosed with **COVID-19** within the past two (2) weeks and/or is being directed by a health care provider to self-isolate. 

If I become unable to certify that any of the above statements is accurate prior to me using University Facilities or participating in University Activities or during my use of University Facilities or participating in University Activities, I/We and the Minor Child(ren) will not attend the University Campus and will refrain from using University Facilities or participating in University Activities and will inform the University by emailing [trewv@uoguelph.ca](mailto:trewv@uoguelph.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 I, my Minor Child(ren) or others could contract **COVID-19** by attending the University campus, using University Facilities, or participating in University Activities. I therefore acknowledge and agree as follows:

1. I/We acknowledge that **COVID-19** is easily spread by contact with droplets produced by people who have the virus and I/We voluntarily assume the risk for myself (ourselves) and the Minor Child(ren) that we 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 me, us, the Minor Child(ren) or members of my household(s) or social circle. 
2. I/We acknowledge that it is my/our responsibility to ensure I/We learn and follow all health, safety and other rules established by the University. I/We understand that any behaviour on my/our part that places others at risk could result in immediate termination of my right to use University Facilities or participate in University Activities. 

## **C. Waiver of Liability, Release and Indemnification**

In consideration of the University permitting me/us or the Minor Child(ren) to use University Facilities or participate in University Activities, I/We agree as follows:

1. **To waive any and all claims that I/We may have in the future against the University**, its members, officers, employees, students, agents, volunteers and independent contractors (collectively the “**Releasees**”). 
2. **To release the Releasees from any and all liability** for any loss, damage, injury, illness, death or expense that I/We or the Minor Child(ren) may, or that members of my household(s) may suffer, including the contraction of **COVID-19**, as a result of my attending the University Campus, using University Facilities 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 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, judgments, costs and expenses (including legal fees) that I/We, the Minor Child(ren), a member of my household(s), social circle, or any third party may suffer as a result of my/our attending the University Campus, using University Facilities 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 personal 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 attending the University campus, using University Facilities or participating in University Activities and this waiver and I/We hereby attorn to the jurisdiction of Ontario Courts.

I/We have carefully read, fully understand, have had an opportunity to obtain legal advice, and freely and voluntarily accept the terms contained within this Agreement and **understand that I/We, on our own behalf and on behalf of the Minor Child(ren), am/are giving up substantial rights and accepting the risk that I/We, the Minor Child(ren) and others may come into contact with, be exposed to, or be diagnosed with COVID-19 following my/our attending the University campus, use of the University Facilities or participating in University Activities.**

I/We confirm that I/We have authority to enter into this Agreement and understand that the terms contained herein are legally binding. I/We 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 Ontario and 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CHILD'S NAME

\_\_\_\_\_  
SIGNATURE OF PARENT

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
SIGNATURE OF PARENT

\_\_\_\_\_  
WITNESS SIGNATURE

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