



University of Guelph Child Care and Learning Centre

Waiver and Agreement

Name(s) of Parent/Guardian: _____

Address of Parent(s): _____

Name of Minor Child: _____

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

UNIVERSITY FACILITIES AND/OR UNIVERSITY ACTIVITIES:

University of Guelph Child Care and Learning Centre (CCLC)

WAIVER

Early Learning and Child Care Participation

At the University of Guelph Child Care and Learning Centre (CCLC), we support children in becoming confident, capable people who have a sound sense of their abilities and interests, and the ability to take age-appropriate responsibility for their own safety. Educators, parents, public health professionals, and child development experts are concerned that children today spend less time playing and learning outdoors, with damaging results for them and society. For this reason, unstructured outdoor play and learning are central to the CCLC's early learning program.

While minor injuries like bruises, bumps and scrapes are not uncommon, serious injuries are rare, and life-changing injuries and fatalities are unlikely in the extreme. Still, as with almost any activity, indoors or outdoors, it is impossible to guarantee that accidents will not happen. Acceptance of these risks is a required condition of your child's participation in the CCLC.

Participation During a Pandemic

The University of Guelph (the **University**) has put in place measures to reduce the spread of the novel coronavirus (or **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, **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.

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 identified above. In agreeing to participate in University Activities or use University Facilities, including the CCLC, 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/our right to sue the University for any loss, injury or death resulting from the risks outlined within this Agreement.

I/We certify that:

Initials

1. I/We understand that participation in the CCLC's early learning program may expose my/our child to known and/or unanticipated risks, dangers, and hazards which are inherent in the program and cannot be eliminated without jeopardizing the quality of the program. I/We acknowledge that the University of Guelph will not be responsible for injury, loss or damage to my/our child or their property. I/We am/are aware that the risks to my/our child may include, but are not limited to, the following: (a) loss or damage to personal property; (b) serious injury, up to and including death. _____
2. I/We and the Minor Child will not attend the CCLC and will refrain from using University Facilities or participating in University Activities if anyone in my/our household(s) is experiencing any symptoms of illness, including symptoms that resemble a cold, for which there is no other documented explanation and for which COVID-19 has not been ruled out (by PCR or rapid test). Symptoms include, but are not limited to: cough, fever, shortness of breath or difficulty breathing, decrease or loss of taste or smell, sore throat or difficulty swallowing, runny nose, stuffy nose, headache, chills, muscle or joint aches, feeling unwell in general, new fatigue or severe exhaustion, or gastrointestinal symptoms (such as nausea, vomiting, diarrhea, or unexplained loss of appetite). If anyone in my household(s) is sick or symptomatic, I/we will inform the CCLC through HiMama. _____
3. I/We understand that the list of symptoms noted above is constantly evolving, and I/we will make best efforts to adhere to the most current information from the CCLC, Public Health, and the Province before using University Facilities or Participating in University Activities, including the CCLC. _____
4. I/We and the Minor Child will not attend the University Campus and will refrain from using University Facilities or participating in University Activities, including the CCLC, if anyone in my/our household(s) has tested positive for COVID-19 within the timeframe given in the current guidance from the Ministry of Health. If anyone in my household(s) tests positive for COVID-19, I/We will inform the CCLC through HiMama. _____
5. I/We and the Minor Child will not attend the University Campus and will refrain from using University Facilities or participating in University Activities, including the CCLC, if anyone in my/our household(s) is currently isolating because of a positive COVID-19 test or COVID-19 symptoms, or if they are currently waiting for COVID-19 test results. _____
6. I/We and the Minor Child will not attend the University Campus and will refrain from using University Facilities or participating in University Activities, including _____

the CCLC, if anyone in my/our household(s) has been identified as a “close contact” of someone who currently has COVID-19 and are advised to self-isolate according to the current guidance from the Ministry of Health.

7. I/We and the Minor Child will not attend the University Campus and will refrain from using University Facilities or participating in University Activities, including the CCLC, if anyone in my/our household(s) has travelled outside of Canada and been advised to quarantine or not attend school/child care according to the current guidance travel. _____
8. I/We understand that I/we and the Minor Child must follow the safety and hygiene protocols of the CCLC. I/We have 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>). _____
9. The individuals in my household(s) and social circle are following recommended guidelines on interactions with others who are not part of the household(s) or social circle, engaging in proper handwashing, respecting travel recommendations, and otherwise limiting our exposure to COVID-19. _____

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 or others could contract **COVID-19** by attending the University campus, using University Facilities, or participating in University Activities, including the CCLC.

I/We therefore acknowledge as follows:

Initials

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 that we may be exposed to or infected by **COVID-19** while using University Facilities or participating in University Activities, including the CCLC, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to me, us, the Minor Child or members of my/our 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 and the CCLC. 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, including the CCLC. _____

I/We agree as follows:

Initials

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. _____

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, am/are giving up substantial rights and accepting the risk outlined herein.**

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.

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.

CHILD'S NAME

Signed this _____ day of _____, _____.

SIGNATURE OF PARENT

WITNESS SIGNATURE

SIGNATURE OF PARENT

WITNESS SIGNATURE