

CONFIDENTIAL
TO: LAKEHEAD UNIVERSITY

AGREEMENT including **CONDITIONS FOR USE OF LAKEHEAD UNIVERSITY FACILITIES AND PARTICIPATION IN LAKEHEAD UNIVERSITY ACTIVITIES, ASSUMPTION OF ALL RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION FOR ALL CLAIMS, AND COVENANT NOT TO SUE LAKEHEAD UNIVERSITY** (hereinafter collectively called the “**Agreement**”) with respect to contracting COVID-19 in consequence of (a) entering and using the property, including buildings, exercise rooms and areas, and equipment, of Lakehead University (collectively “**Facilities**”) and/or (b) participating in any or all sports activities offered or permitted by, or otherwise associated with, the Department of Athletics at Lakehead University (collectively “**Activities**”), both on and off campus. Activities include travel by any means of transportation to, at, and from Activities venues.

TERM OF THIS AGREEMENT: August 1, 2020 - December 31, 2020

Warning: By entering into this Agreement you indicate that:

- (1) YOU UNDERSTAND AND WILLINGLY ASSUME THE RISKS, AS DESCRIBED BELOW, OF CONTRACTING COVID-19 associated with entering Facilities and/or participating in Activities, AND
- (2) You WAIVE CERTAIN LEGAL RIGHTS, including the RIGHT TO SUE, OR CLAIM COMPENSATION FROM, LAKEHEAD UNIVERSITY IN CONSEQUENCE OF CONTRACTING COVID-19, and you ACCEPT LEGAL OBLIGATIONS.

PLEASE READ CAREFULLY!

Initial here that YOU HAVE READ THIS NOTICE: []

Personal Information				
Name: (Please Print)	(hereinafter the “ Participant ”)	Address:		
Email:	Telephone #:	If LU Student, ID #:		
Name of Emergency Contact:	Telephone #:			

A. Context:

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 disease caused by the novel coronavirus (SARS-CoV-2). The disease, called **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**. The University cannot, however, guarantee that any individual entering and using the Facilities or participating in Activities will not become infected with **COVID-19**. Further, entering and using Facilities and/or participating in Activities could increase the risk of contracting **COVID-19**.

Accordingly, in consideration for being allowed to enter and use Facilities and participate in Activities, **you, the Participant, agree as follows:**

B. Agreement Not to Enter and Use Facilities or Participate in Activities if Symptomatic:

On behalf of myself, I certify as follows:

- (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.
Initial here that you have read Paragraph (1): []
- (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 entering and using Facilities or participating in Activities: <https://www.ontario.ca/page/covid-19-stop-spread#section-0>.
Initial here that you have read Paragraph (2): []
- (3) I will check my temperature each day and will ensure I do not have a fever before entering and using Facilities or participating in Activities.
Initial here that you have read Paragraph (3): []
- (4) I will not enter and use Facilities or participate in 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 **not** to enter and use Facilities or participate in Activities.
Initial here that you have read Paragraph (4): []
- (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 entering and using Facilities or participating in Activities. **I also understand that I must follow these safety and hygiene protocols.**
Initial here that you have read Paragraph (5): []

I further certify that:

- (6) No one in my household(s) has travelled internationally in the past fourteen (14) days.
Initial here that you have read Paragraph (6): []
- (7) No one in my household(s) believes that they have been exposed to a person with a confirmed or suspected diagnosis of **COVID-19** within the last 14 days.
Initial here that you have read Paragraph (7): []
- (8) No one in my household(s) has been diagnosed with **COVID-19** within the past 2 months and/or is being directed by a health care provider to self-isolate.
Initial here that you have read Paragraph (8): []
- (9) The individuals in my household(s) are following recommended guidelines as much as possible including, but not limited to: practising social 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), engaging in proper handwashing, respecting inter-provincial travel recommendations, and otherwise limiting their exposure to **COVID-19**.
Initial here that you have read Paragraph (9): []
- (10) If my answers to any of the above statements change prior to my entering and using Facilities or participating in Activities or during my use of Facilities or participating in Activities, I will, respectively, not attend the Facilities or Activities, or withdraw from the Facilities or from participating in Activities and will inform the University by emailing **Tom Warden, Athletics Director** at athletics.covid@lakeheadu.ca
Initial here that you have read Paragraph (10): []

C. Assumption of Risks: I acknowledge and agree as follows:

- (11) That 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, there remains a risk that I could contract COVID-19 by entering and using Facilities or participating in Activities.
Initial here that you have read Paragraph (11): []
- (12) That COVID-19 is easily spread by contact with droplets produced by people who have the virus.
Initial here that you have read Paragraph (12): []
- (13) That the risk of spread of the COVID-19 virus may be increased, particularly in enclosed spaces with restricted, internal air circulation, by intensified activity due to exertion of the lungs of individuals infected with COVID-19, with resultant increase in the risk of infection to others such as myself.
Initial here that you have read Paragraph (13): []
- (14) That infection with COVID-19 may result in personal injury, illness, permanent disability, and death to me or members of my household(s).
Initial here that you have read Paragraph (14): []

(15) That I voluntarily assume the risk that I may be exposed to or infected by COVID-19 in consequence of entering and using Facilities or participating in Activities.

Initial here that you have read Paragraph (15): []

(16) That it is 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 enter and use Facilities and participate in Activities.

Initial here that you have read Paragraph (16): []

D. Release from and Waiver of Liability, Indemnification, and Additional Terms: In consideration of the University permitting me to enter and use Facilities and participate in Activities, I agree as follows:

(17) Release and Waiver: TO RELEASE FROM LIABILITY, and TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against, the **University** and all its members, officers, employees, students, agents, volunteers and independent contractors (collectively the **Releasees**) for any loss, damage, expense, or injury including death in any way related to COVID-19 that I may suffer, or that my next of kin may suffer, as a result of my **entering and using Facilities and participating in Activities** and **due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care (including any duty owed under the Occupiers' Liability Act as amended).**

Initial here that you have read Paragraph (17): []

(18) Indemnification: 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, a member of my household(s), or any third party may suffer as a result of my entering and using Facilities or participating in Activities, including due to any act, omission, or negligence of the Releasees.

Initial here that you have read Paragraph (18): []

(19) That 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, and that the courts of Ontario shall have exclusive jurisdiction over all claims, disputes and actions arising out of or in any way related to COVID-19 and/or this **Agreement**.

Initial here that you have read Paragraph (19): []

(20) That I have carefully read, fully understand, have had an opportunity to consult with a lawyer, and freely and voluntarily accept the terms contained with this 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 COVID-19 following my entry into and use of Facilities and/or participating in Activities.

Initial here that you have read Paragraph (20): []

(21) That I confirm that I have 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 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.

Initial here that you have read Paragraph (21): []

Signed this _____ day of _____, 20____

<p>X _____ Signature of Participant</p> <p>X _____ Signature of Parent/Guardian of Minor Participant</p>	<p>X _____ Signature of Witness</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Name of Witness (Print):</td> <td></td> </tr> <tr> <td>Name of Parent /Guardian (Print):</td> <td></td> </tr> </table>	Name of Witness (Print):		Name of Parent /Guardian (Print):	
Name of Witness (Print):					
Name of Parent /Guardian (Print):					

Personal information on this form is collected under the authority of sections 3, 12, and 14 of *The Lakehead University Act, 1965* and will be used for the administration and operation of the **Facilities and Activities** and for the defence of the **Releasees** against any claims or litigation in any way related to COVID-19. It will be kept otherwise confidential. Any questions on this collection should be directed to: Director, Department of Athletics, Lakehead University, 955 Oliver Rd. Thunder Bay, ON P7B 5E1; telephone: 807.343.8585.