

CONFIDENTIAL
TO: LAKEHEAD UNIVERSITY

AGREEMENT including **CONDITIONS FOR CHILDREN’S 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 a child 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 children’s 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, ON BEHALF OF YOUR CHILD, WILLINGLY ASSUME THE RISKS, AS DESCRIBED BELOW, OF CONTRACTING COVID-19 associated with your Child 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			
Child’s Name (please print):	(hereinafter the “ <i>Child</i> ”)		
Parent’s/Guardian’s Name (please print):			
Parent’s/Guardian’s Address:			
Email:		Telephone #:	
Name of Emergency Contact (if different from Parent/Guardian):		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 your Child being allowed to enter and use Facilities and participate in Activities, **you, the Parent/Guardian, agree as follows:**

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

On behalf of myself and my Child, I certify as follows:

(1) No one in my Child's 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 Child's temperature each day and will ensure my Child does not have a fever before allowing my Child to enter and use Facilities or to participate 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 Child's household(s) is sick, even if the symptoms resemble a mild cold. If anyone in my Child's household(s) is sick or symptomatic, I agree to keep my Child from entering and using Facilities or participating in Activities.

Initial here that you have read Paragraph (4): []

(5) I have explained to my Child 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 my Child entering and using Facilities or participating in Activities. **I have also explained to my Child that they must follow these safety and hygiene protocols.**

Initial here that you have read Paragraph (5): []

I further certify that:

(6) Neither my Child nor anyone else my Child's household(s) has travelled internationally in the past fourteen (14) days.

Initial here that you have read Paragraph (6): []

(7) Neither my Child nor anyone else in my Child's 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 Child's 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) My Child, and the individuals in my Child's household(s), are following recommended guidelines as much as possible including, but not limited to: practicing 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 Child's entering and using Facilities or participating in Activities or during my Child's use of Facilities or participation in Activities, I will, respectively, not allow my Child to attend the Facilities or Activities, or will withdraw my Child from the Facilities or from participating in Activities and will inform the University by emailing athletics.covid@lakeheadu.ca - Tom Warden, Athletics Director.

Initial here that you have read Paragraph (10): []

C. Assumption of Risks: On behalf of my Child 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 my Child 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 my Child.

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 my Child and members of my Child's household(s).

Initial here that you have read Paragraph (14): []

- (15) That on behalf of my Child I voluntarily assume the risk that my Child 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 my responsibility to ensure that my Child learns and follows all health, safety and other rules established by the University. I understand that any behaviour on my Child's part that places others at risk could result in immediate termination of my Child's 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 my Child 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 or my Child 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, my Child, or members of my Child's household(s) may suffer, as a result of my Child's **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)** on the part of the Releasees.

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, my Child, a member of my Child's household(s), or any third party may suffer as a result of my Child's 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**.

(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 and on behalf of my Child, am giving up substantial rights and accepting the risk that my Child may come into contact with, be exposed to, or be diagnosed with COVID-19 following my Child’s entry into and use of Facilities and/or participating in Activities.

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

(21) That 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.

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

(22) That I confirm that I have authority to enter into this Agreement on behalf of my Child 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.

Signed this _____ day of _____, 2020

X	X
Signature of Parent or Guardian	Signature of Witness (Non-Family Member)
Name of Parent /Guardian (print):	Name of Witness (print):
	Witness Address:
	Witness Telephone #:

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.