

TO: THE UNIVERSITY OF PRINCE EDWARD ISLAND

WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS, AND
COVENANT NOT TO SUE THE UNIVERSITY OF PRINCE EDWARD ISLAND (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 Activity(ies), and that you are aware that by using University facilities and/or participating in University Activity(ies) you will be exposed to the risks identified below.

PLEASE READ CAREFULLY!

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

COURSE CODE & TITLE / ACTIVITY NAME: The PEI Fencing Association Skills session in the Chi-Wan Young Sports Centre Gym 3 and Fitness Studio #1 (the "Activity")

COURSE / ACTIVITY DATE: Tuesdays in FS#1 7pm – 8:45pm and Saturdays 9:15am -11:15am beginning October 31, 2020 and running into the academic year 2021 – end date TBA

The Government of Prince Edward Island declared a province-wide state of emergency under *The Public Health Act* on March 16, 2020 to protect the health and safety of all Prince Edward Islanders 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 of Prince Edward Island (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 (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 statements made below.

In agreeing to attend or participate in the Activity, 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 Attend or Participate in the Activity if Symptomatic

Please initial
on the red
lines below

On behalf of myself, I certify as follows:

1. No one in my household(s), including myself, 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 Prince Edward Island at the following link before attending or participating in the Activity: <https://www.princeedwardisland.ca/en/information/health-and-wellness/about-covid-19-coronavirus> _____
3. I will not attend or participate in the Activity if anyone in my household(s) is sick or symptomatic, even if the symptoms resemble a mild cold. _____

I further certify that:

1. No one in my household(s), including myself, has travelled outside the Atlantic Bubble, including internationally, in the past fourteen (14) days. _____
2. No one in my household(s), including myself, believes that they have been exposed to a person with a confirmed or suspected diagnosis of **COVID- 19** within the last 14 days. _____
3. No one in my household(s), including myself, has been diagnosed with **COVID-19** within the past 2 months and/or is being directed by a health care provider to self-isolate. _____
4. 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 Prince Edward Island's website (<https://www.princeedwardisland.ca/en/topic/protect-yourself-and-others>) in advance of attending or participating in the Activity. I also understand that individuals in my household(s), including myself, must follow these safety and hygiene protocols, which include, 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), engaging in proper handwashing, respecting inter-provincial travel recommendations, and otherwise limiting their exposure to COVID-19.* _____
5. If my answers to any of the above statements change prior to or during my attendance or participation in the Activity, I will not attend or participate in the Activity or attend the University Campus. If I am an employee or student of the University, I agree to follow the Health & Safety Guidance (*Conditions for staying home or self-isolating*) in the University's Operational Ease-Back Plan - Stage Three (www.upei.ca/easebackplan). _____

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 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 acknowledge that **COVID-19** 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 **COVID-19** while by attending the University Campus, 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 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 attending the University Campus, Use University Facilities or Participate in University Activities. _____

C. Waiver of Liability, Release and Indemnification

In consideration of the University permitting me to attend or participate in the Activity, I agree as follows:

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 **COVID-19**, as a result of my attending the University Campus, attending or participating in the Activity, 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*, RSPEI 1988 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, a member of my household(s), or any third party may suffer as a result of my attending the University Campus, attending or participating in the Activity, 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 Prince Edward Island and the federal laws of Canada, as applicable. The courts of Prince Edward Island shall have exclusive jurisdiction over all claims, disputes, and actions arising out of and related to attending the University Campus, attending or participating in the Activity and this waiver and the parties hereby attorn to the jurisdiction of Prince Edward Island courts.

I acknowledge that this Agreement is valid from the date I enter into this Agreement until the end of the Course Activity Date(s) stated on the first page of this Agreement.

I have carefully read, fully understand, have had an opportunity to consult with a lawyer, and freely and voluntarily accept the terms contained within 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 attending the University campus, attending or participating in the Activity.**

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.

Signed this _____ day of _____, _____.

SIGNATURE OF PARTICIPANT

WITNESS SIGNATURE (*Non Family Member*)

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and where indicated above paragraphs must be initialed before I may attend or participate in the Activity.

Protection of Privacy - The personal information requested on this form is collected under the authority of Section 31(c) of the PEI Freedom of Information and Protection of Privacy Act and will be protected under Part 2 of that Act. It will be used for the purpose of administering this Waiver. Direct any questions about this collection to: Manager, Contracts and Insurance • 550 University Avenue, Charlottetown, PE C1A 4P3 • (902) 566-0474 • insurance@upei.ca •