WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS, AND COVENANT NOT TO SUE THE UNIVERSITY OF NEW BRUNSWICK
(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 allowing your child to participate in the Activity(ies) you are exposing them to the risks identified below.

PLEASE READ CAREFULLY!

CHILD'S NAME: _____

PARENT'S/GUARDIAN'S NAME: _____

PARENT'S/GUARDIAN'S ADDRESS: _____

COURSE CODE & TITLE/ACTIVITY NAME : **Participation in Children's Activities On or Off UNB Campuses**

COURSE/ACTIVITY DATE: **All activities between January 1, 2022-December 31, 2022**

The Government of New Brunswick declared a province-wide state of emergency under *The Emergency Measures Act* on September 24, 2021 (as renewed from time to time since then) to protect the health and safety of all New Brunswickers 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 New Brunswick (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 (including camps) (collectively, the **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**.

In this context, a parent or guardian of each child under the age of majority participating in the University Activities is being asked to carefully review, confirm and agree to the statements made below prior to agreeing to allow their child to come to the University and participate in University Activities.

In agreeing to send my child to their University Activities, I understand and acknowledge that, notwithstanding the measures the University has put in place, that there are still risks of transmission of COVID-19 when attending University Activities. I agree that the University will not be liable for any loss, injury or death resulting from the risks outlined within this Agreement. I agree to waive my right and my child's right to sue the University for the same.

A. Assumption of Risk

On behalf of myself and my child, _____(insert name of child), I understand, acknowledge and agree as follows:

1. 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 and acknowledge that there remains a risk that my child could contract **COVID-19** by attending their University Activities and spread **COVID-19** to members of my child's household(s).

2. I acknowledge that **COVID-19** is easily spread by contact with droplets produced by people who have the virus. I understand and acknowledge that during the University Activities, those participating in the University Activities (including, but not limited to, University employees, volunteers, students, and agents, as well as other children and participants) may, on occasion, be closer than the recommended social distancing guidelines. I voluntarily assume the risk on behalf of my child that they may be

exposed to or infected by **COVID-19** while attending their University Activities and I voluntarily assume the risk that such exposure or infection may result in personal injury, illness, permanent disability, and death to my child and members of my child's household(s).

3. I acknowledge that it is my responsibility to ensure my child learns and follows all health, safety and other rules established by the University. I understand and agree that any behaviour on my child's part that places others at risk could result in immediate termination of my child's right to attend the University Campus, use the University's facilities or attend their University Activities.

B. Waiver of Liability, Release and Indemnification

In consideration of the University permitting my child to participate in their University Activities which includes, if applicable, to attend the University Campus and/or to use the University's facilities (collectively, my "**Child's Participation**"), I agree as follows:

1. **To waive any and all claims (whether by statute, common law, or otherwise) that I have or my child may have in the future against the University**, its members, officers, employees, students, agents, volunteers and independent contractors (collectively referred to as the **Releasees**) which may occur or arise as a result of actual or potential exposure to **COVID-19** as a result of my Child's Participation.

2. **To release the Releasees from any and all liability** for any loss, damage, injury, illness, death or expense (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 on the part of the Releasees) that I may, my child may, or that members of my child's household(s) may suffer as a result of actual or potential exposure to **COVID-19** as a result of my Child's Participation,.

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 my child, a member of my child's household(s), or any third party may suffer as a result of any actual or potential exposure to COVID-19 as a result of my Child's Participation , 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 New Brunswick and the federal laws of Canada, as applicable. The courts of New Brunswick shall have exclusive jurisdiction over all claims, disputes, and actions arising out of and related to the Activities and this waiver and the parties hereby attorn to the jurisdiction of New Brunswick 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 and governs all the University Activities in which my child participates.

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 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 their participation in their University Activities or by attending the University Campus or by using the University's facilities.** 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_____,_____.

SIGNATURE OF PARENT OR GUARDIAN	PARENT OR GUARDIAN NAME (please print)
WITNESS SIGNATURE (Non-Family Member)	WITNESS NAME (please print)
WITNESS ADDRESS	WITNESS TELEPHONE #

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and where indicated above paragraphs must be initialed before the child may participate in the activity(ies).