



ADULT'S USE OF UNIVERSITY FACILITIES AND/OR PARTICIPATING IN UNIVERSITY ACTIVITIES DURING COVID-19 ~ WAIVER

TO: MOUNT SAINT VINCENT UNIVERSITY

WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS, AND COVENANT NOT TO SUE MOUNT SAINT VINCENT UNIVERSITY (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: Using University Facilities and/or participating in University Activity(ies) On or Off the MSVU Campus.

COURSE / ACTIVITY DATE: September 1, 2020 – April 30, 2021

The Government of Nova Scotia declared a province-wide state of emergency under The Emergency Management Act on March 22, 2020 to protect the health and safety of all Nova Scotians 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.

Mount Saint Vincent University (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 participate in University Activities or use University facilities, 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 Use University Facilities or Participate in University Activities if Symptomatic

On behalf of myself, I certify as follows: (Initial each item separately on the provided line)

- 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.

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 Nova Scotia at the following link before Using University Facilities or Participating in University Activities: <https://novascotia.ca/coronavirus/when-to-see-help/#symptoms>
3. I will check my temperature each day and will ensure I do not have a fever before Using University Facilities or Participating in University Activities.
4. I will not Use University Facilities or Participate in University 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 to not Use University Facilities or Participate in University Activities **and will inform the University by emailing [mount.fitness@msvu.ca](mailto:mount.fitness@msvu.ca)**
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 Nova Scotia's website (<https://novascotia.ca/coronavirus/staying-healthy/>) in advance of Using University Facilities or Participating in University Activities. I also understand that I must follow these safety and hygiene protocols.

I further certify that:

1. No one in my household(s) has travelled internationally in the past fourteen (14) days.
2. 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.
3. 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.
4. The individuals in my 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**.
5. If my answers to any of the above statements change prior to me Using University Facilities or Participating in University Activities or during my Use of University Facilities or Participating in University Activities, I will not attend the University Campus and will withdraw from Using University Facilities or Participating in University Activities and will inform the University by emailing [mount.fitness@msvu.ca](mailto:mount.fitness@msvu.ca).

### **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 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 Use University Facilities or Participate in University Activities.

**C. Waiver of Liability, Release and Indemnification**

In consideration of the University permitting me to Use University Facilities or Participate in University Activities, 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, 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*, S.N.S. 1996, c. 27, 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, 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 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 Nova Scotia and the federal laws of Canada, as applicable. The courts of Nova Scotia shall have exclusive jurisdiction over all claims, disputes, and actions arising out of and related to attending the University Campus, Using University Facilities or Participating in University Activities and this waiver and the parties hereby attorn to the jurisdiction of Nova Scotia courts.

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, Use of the University Facilities and/or participating in University Activities.**

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 use University Facilities and/or participate in University Activity(ies)**