



TO: THE UNIVERSITY OF MANITOBA

WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS, AND COVENANT NOT TO SUE THE UNIVERSITY OF MANITOBA (the Agreement)

WARNING: By entering into this Agreement you indicate that you understand the risks associated with the Activity(ies), and that you are aware that by participating in the Activity(ies) at the University of Manitoba you are exposing them to the risks identified below.

PLEASE READ CAREFULLY!

NAME: _____

BIRTHDATE: _____

ADDRESS: _____

ACTIVITY NAME: **Participation in Activities at the University of Manitoba**

ORGANIZATION NAME: _____

COURSE or ACTIVITY(IES) DATE:

1. If multiple dates, Starting date _____ and ending date _____
2. One time activity Date: _____

The Government of Manitoba declared a province-wide state of emergency under The Emergency Measures Act on March 20, 2020 to protect the health and safety of all Manitobans 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 Manitoba (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, using the University’s facilities, or participating in activities taking place at the University which are either sponsored by University or through another organization that is using University space (collectively, the University Activities) will not become infected with COVID-19. Further, attending the University and participating in the University Activities, could increase the risk of contracting COVID-19.

Given that you desire to participate in the University Activities as defined below, you are being asked to carefully review, confirm and agree to the statements made below.

In participating in University Activities, 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 University Activities if Symptomatic**

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.

- 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 Manitoba at the following link before attending University Activities:
<https://www.gov.mb.ca/covid19/about/index.html>.

- I will ensure that I do not fever before attending University Activities.

I will not attend their 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 refrain from participating in University Activities and will inform the University by emailing Simon Wang, Director of Facilities at simon.wang@umanitoba.ca.

- I 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 Manitoba's website (<https://www.gov.mb.ca/covid19/prepareandprevent/index.html>) in advance of attending University Activities. I also understand that I must follow these safety and hygiene protocols.

 **Initial Here**

I further certify that:

- No one in my household(s) has travelled internationally in the past fourteen (14) days.
- 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.
- 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.
- 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 the household(s), engaging in proper handwashing, respecting inter-provincial border recommendations, and otherwise limiting their exposure to **COVID-19**.
- If my answers to any of the above statements change prior to commencement of my University Activities or during my University Activities, I will withdraw myself from the University Activities and inform the University by emailing Simon Wang, Director of Facilities at simon.wang@umanitoba.ca.

 **Initial Here**

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 their University Activities. I therefore acknowledge and agree as follows:

- 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 attending University Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death to me and members of my household(s).

- I acknowledge that it is my responsibility to 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 the University's facilities or attend University Activities.

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C. Waiver of Liability, Release and Indemnification

In consideration of the University permitting me participate in University Activities and to use the University's facilities, I agree as follows:

- To waive any and all claims that I have in the future against the University**, its members, officers, employees, students, agents, volunteers and independent contractors (collectively referred to as the **Releasees**).
- 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 participation 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 of care owed under the Occupier's Liability Act, CCSM c. O8, as amended) on the part of the Releasees.
- 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 participation in University Activities, including due to any act, omission, or negligence of the Releasees.
- 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.

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This Agreement shall be governed by and construed in accordance with the laws in force in the province of Manitoba and the federal laws of Canada, as applicable. The courts of Manitoba 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 Manitoba 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 I may participate. 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 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 their participation in their University Activities** or by using the University's facilities. I confirm that I 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 _____, 202_____

SIGNATURE

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 I may participate in the activity(ies).