

**Faculty of Kinesiology & Health Studies
Health & Wellness Programming****INFORMED CONSENT & RELEASE AGREEMENT**

Thank you for choosing the use the services of the Faculty of Kinesiology & Health Studies (the "**Faculty**") at the University of Regina (the "**University**"). In order to receive health & wellness programming services we require you to read and sign this INFORMED CONSENT AND RELEASE AGREEMENT.

Provision of Services

In order to assess/improve my physical conditioning to generally aid in my health and/or medical recovery, or to assess my abilities for employment reasons, I hereby request that the University provide me with exercise conditioning, rehabilitation or physical testing/screening related services (the "**Services**").

With my consent, the Services provided will be based on individual need, and may include one or several of the following components at the discretion of a Canadian Society of Exercise Physiology Clinical Exercise Physiologist (a "**CEP**"), or a Certified Personal Trainer (a "**CPT**") (each a "**Therapist**"):

- counselling/education
- body composition
- aerobic and anaerobic fitness (including blood lactate testing)
- muscular strength, power and endurance (including isokinetic testing)
- flexibility
- agility
- exercise prescription (Exercise Therapy, Personal or Group Training, Love2Live Programming)
- employment screening/testing (ex: police officer, firefighter, EMS, highway traffic officer, lung function screening, medical questionnaire screening, etc.)

The intensity of exercise (sedentary to maximal) that I perform will be based on my condition(s) and my current abilities, at the professional discretion of my Therapist. I agree that the Faculty may cease testing or providing the Services to me at any point if the Therapist believes that it is unsafe for me to continue.

I understand that I am expected to attend all scheduled appointments and to follow staff instructions at all times. Prior to the commencement of the Services, I have read, understood, and truthfully completed the Get Active Questionnaire, or responded verbally to the questions administered by the Faculty consultant.

Monitoring

I understand that my individual Service(s) will be directly monitored and, if applicable, progressed by the Therapist. Monitoring will be on an individual or group basis, dependant on the Service(s) I have selected and agree to partake in. I understand that Group Supervised Conditioning and Love2Live programs will only occur during specified hours and the hours are subject to change. If I attend outside of the specified hours, I understand the Therapists may not be available to monitor or assist me and I will exercise at my own risk.

Risks and Release of Liability

I acknowledge that my participation in the Services is voluntary and that I am aware that there are risks, dangers and hazards to which I may be exposed while participating in the Services or following my participation in the Services including dizziness, fainting, nausea, muscular pain/cramps/fatigue/stiffness, chest discomfort, abnormal blood pressure, and in rare instances injury, heart attack or death. The Faculty staff will attempt to minimize the risks through proper staff assessment and exercise prescription based on my condition, and by observations during exercise. I understand that I am also responsible for my own careful control of exercise effort.

In consideration of the Faculty and the University allowing my participation in the Services, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the University (including the Faculty) and its directors, employees, students, agents, volunteers, representatives, insurers and independent contractors (collectively, the "**Releasees**") as result of, arising from, or in any manner connected to, the Services;
2. TO RELEASE AND FOREVER DISCHARGE FROM ALL LIABILITY AND AGREE NOT TO SUE THE RELEASEES of and from any and all claims, actions, causes of actions, costs, expenses and liability for any loss, damage, illness, personal injury, property damage or expense of any kind, foreseen and unforeseen, that I might suffer, or that my family members or dependants may suffer as a result of my participation in the Services, due to any cause whatsoever, including, without limitation, that the same may have been caused by, contributed to or occasioned by any act or failure to act (including negligence) of any one or more of the Releasees;
3. TO HOLD AND INDEMNIFY THE RELEASEES from any and all liability for:
 - a. any damage to the property of, or personal injury to, any third party, or
 - b. any claims advanced against any Releasee, or any losses or damages sustained by them;resulting from my participation in the Services.

Confidential and Use of Information

I understand that the University will be collecting my personal information and personal health information within the meaning of *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIPOP)*, and *The Health Information Protection Act (HIPA)*, respectively, for the purpose of conducting the Services. The University is not a trustee within the meaning of HIPA in respect of such information, but will keep my information confidential as per the provisions contained herein.

I acknowledge that if I am receiving Services on behalf of an employer's or an organization's occupational screening or testing program, the respective employer or organization is the trustee under HIPA and will have control of my personal health information through its agreement with the University. In this case, any requests or inquiries regarding my information should be made to the respective employer or organization.

Other than with my express written consent, all information obtained by the University will be used or disclosed only as described below. By signing this Agreement, I consent to the use and disclosure of my personal information and personal health information as follows:

- a. by Faculty and University staff in the course of administering and delivering the Services (including assessment, testing, and prescribing exercise);
- b. to my other relevant health care provider(s), and administrative staff on a "need to know" basis;
- c. if I am receiving Services related to sporting activity, an employer's hiring process or an employer's specified job requirements, to such coaching staff, employer or potential employer, as the case may be; and
- d. as required or permitted by law.

I also hereby consent to the University obtaining such personal health information from other health care providers as may be required in order to perform the Services.

Participant Responsibility

In order to gain benefits from the Services, I understand that I must give priority to regular attendance and adherence to prescribed exercise intensity, duration, frequency, progression and technique.

I understand and agree that:

- a. I will not withhold any information from the Faculty staff member, Therapist or other professional personnel providing the Services (a "**Consultant**") regarding my symptoms, condition or abilities.
- b. I will not exercise when not feeling well, within two hours of eating or smoking or after drinking alcoholic beverages

- c. I will inform the Consultant of any pain, discomfort, fatigue or other symptoms that I may suffer from during and/or after participation in the physical activity.
- d. I will only perform exercises/activities prescribed by my Consultant and only in the correct technique that has been previously demonstrated by the Consultant . I accept responsibility for all other exercises I choose to perform, and understand that they will be performed at my own risk.
- e. I will only perform exercises/activities under the supervision of a Consultant. If a Consultant is not present, I will inform reception and will not begin my program.
- f. I may stop or delay any further participation in the activity.
- g. The activity may be terminated by the Consultant based on any symptoms of distress, abnormal response or safety concern.
- h. I may ask any questions or request further explanation or information about the procedures and Services at any time before, during and/or after the physical activity.
- i. The use of the Faculty's facilities, preceding or following the allotted length of time for the Service being provided, will not be monitored by a Consultant, and any such use will be at my own risk.
- j. It is my responsibility to take care in not leaving my exercise booklet unattended while at my session and that it is my right to take my booklet home after my exercise session, and bring it back for each session.
- k. My participation in the Services may or may not benefit me in any way. No assurance can be provided that the Services will improve my conditioning or general health

Attendance & Refund Policy

24 hours' advance notice is required for appointment cancellation. Failure to notify the Faculty of cancellation without 24 hours' advance notice will result in you being charged for the Services that were scheduled to be provided.

All Services are non-refundable (except for medical reasons or relocation out of the City) and non-transferable. Services expire within 1 year of the date of purchase unless otherwise specified on your receipt of purchase.

I acknowledge that I have read this INFORMED CONSENT AND RELEASE AGREEMENT in its entirety or that it has been read to me and I understand and agree to the terms and conditions contained herein.

Participant Signature

Date

Parent/Guardian Signature (if under 18 years)

Date

Witness Signature

Date