

## COVID-19 Facility Use Release, Waiver, and Assumption of Risk

The User (and other persons invited or allowed into the Facilities by the User, or any person for whom the User is responsible (the “User Parties”) is being granted access to the lands, properties, facilities, structures, installations, or equipment owned, leased, operated or otherwise controlled by the University (the “Facilities”) for all non-credit programming and services (the “Activities”), offered by the Faculty of Kinesiology & Health Studies; the Centre for Continuing Education and the Faculty of Engineering (EYES Programs).

1. COVID-19 REQUIREMENTS: It is a condition of the User being permitted to enter and use the Facilities that the User:
  - a. Has not travelled internationally during the last 14 days;
  - b. Has not visited a COVID-19 high risk area, region or location in Canada during the last 14 days;
  - c. Does not knowingly have COVID-19;
  - d. Is not experiencing known symptoms of COVID-19, such as fever, cough, or shortness of breath, and if the User experiences such symptoms during the Activities will immediately depart from the Facilities;
  - e. Has not, in the past 14 days, knowingly come into contact with someone who has COVID-19, who has known symptoms of COVID-19, or is self-quarantining after returning to Canada; and
  - f. Follows government recommended guidelines in respect of COVID-19, including practicing physical distancing, and will do so to the best of the User’s ability during the Activities.

COVID-19 Terms to Govern: Due to the current public health emergency caused by the COVID-19 pandemic the following terms and conditions apply to address specific details about the impact that COVID-19 could have on the User and other users of the Facilities. The User agrees that these COVID-19 Terms are intended to provide more specific detail in respect to the COVID-19 situation and in no way limit the scope and applicability of other terms and conditions of all non-credit programming and services offered by the Faculty of Kinesiology & Health Studies; The Centre for Continuing Education and The Faculty of Engineering (EYES Programs).

2. In the event of a conflict between all other program/service waivers; these COVID-19 Terms, as it relates to COVID-19, these COVID-19 Terms will govern.
3. Risk Arising From COVID-19: 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 or events organized by the University, whether on-campus or off-campus, will not become infected with COVID-19. Further, attending the University campus and participating in the Activities could increase the risk of contracting COVID-19.
4. Assumption of Risk:
  - a. 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, the User understands that there remains a risk that the User and/or User Parties could contract COVID-19 by using University Facilities and participating in the Activities. The User therefore acknowledges and agrees as follows:

i. COVID-19 is easily spread by contact with droplets produced by people who have the virus and the User voluntarily assumes the following risks on behalf of itself and all User Parties that they may be exposed to or infected by COVID-19 as a result of participating in the Activities or using University facilities:

- the potential for bodily injury or illness (including contraction of COVID-19);
- close proximity to or contact with others who may have been exposed to or infected with COVID-19 or other communicable illnesses;
- close proximity to or contact with surfaces, equipment, fixtures, or other objects that may be infected with COVID-19 or other communicable illnesses, despite the University's efforts;
- despite the University's efforts, inadequate safety measures or unsafe Facilities;
- other circumstances known, unknown or beyond the control of the University.

ii. it is the User's responsibility to ensure that all User Parties learn and follow all health, safety and other rules established by the University and the provincial and federal health authorities. The User understands that any behaviour on the part of its User Parties that places others at risk could result in immediate termination of the User Party's right to use the University's Facilities or to participate in the Activities.

iii. personal information / personal health information pertaining to the User in connection with the Activities during the COVID-19 health emergency may be disclosed to individuals within the University with a need to know.

b. The User understands that it is giving up substantial rights and accepting the risk that the User Parties may come into contact with, be exposed to, or be diagnosed with COVID-19 following their participation in the Activities or by attending at or using the University's Facilities. The User understands and agrees 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.

5. Waiver of Liability, Release and Indemnification: In consideration of the University permitting the User to participate in the Activities and to use the Facilities during the COVID-19 public health emergency, in addition to the Waiver and Release set out in this Agreement, the User agrees as follows:

- a. to waive any and all claims that the User or any User Parties may have in the future against the University, its members, officers, employees, students, agents, volunteers and independent contractors (collectively referred to as the "Releasees");
- b. to release the Releasees from any and all liability for any loss, damage, injury, illness, death or expense that User or any User Party may have, or that members of a User Party's household may suffer, including contraction of COVID-19, as a result of participation in the Activities or attendance at the

Facilities, 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; and

c. to hold harmless and indemnify the Releasees from any and all liability, causes of action, claims, judgments, costs and expenses (including legal fees) that the User, the User Parties, or any member of a User Party's household, or any third party may suffer as a result of participation in the Activities or attendance at the Facilities, including due to any act, omission, or negligence of the Releasees.

The University may also require the User and all User Parties to sign the appropriate University COVID-19 waiver prior to using or attending the University's Facilities.

6. Compliance with Health Directives and University Guidelines: The User and all User Parties shall follow COVID-19 directives from the Saskatchewan Healthy Authority, the Province of Saskatchewan, the City of Regina, and/or the Government of Canada as they pertain to the Activities and the Facilities. This may result in the Activities having to be cancelled or postponed to a later date or the User having to follow further precautions related to COVID-19. The User agrees to comply with all requirements set out in any plans or guidelines developed by the University, from time to time, in connection with the Activities and/or use of the Facilities, including self-checks and other screening, and cleaning and safety protocols.

7. Cancellation: The University shall have the right, in its sole discretion, to determine whether or not to close a facility or decide if an Activity can proceed based on current state of COVID-19. In the event of cancellation, the University will refund the deposit and other payments from the User less non-cancellable costs incurred by the University.

8. Communication and Contact Information: The User shall communicate to its participants the University's requirements for entry and use of the Facilities before attending the Activities. The University contact for the Activities shall direct the User to the appropriate website or provide the appropriate documentation (including questionnaires or acknowledgements to be completed by each User Party). The User is also required to provide the University with a list containing the name and contact information for all persons attending at the Facilities for or in relation to the Activities. The User will indemnify the University for all costs where the User has failed to obtain and retain this list, the questionnaires, or any waivers required by the University. The User will advise all User Parties that personal information / personal health information pertaining to the User Party in connection with the Activities during the COVID-19 health emergency may be disclosed to individuals within the University with a need to know.