UNIVERSITY OF VICTORIA ATHLETICS & RECREATION

'CARSA CLIMBING WALL'

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

PLEASE READ CAREFULLY – BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUITE.

ASSUMPTION OF RISKS

I am aware that the use of UVic Athletics and Recreation Peninsula Co-op Climbing Wall & Bouldering Wall (the “Walls”) and participation in UVic Athletics and Recreation Walls programs (“Programs”) involves many risks, dangers and hazards, including the risk of personal injury, death or property damage or loss from various causes including but not limited to:

- Impact or collision with obstructions, equipment, other participants, officials or spectators;
- Injury resulting from collision with climbing wall features such as protruding hand holds,
- Injury resulting from slips or falls on footholds, handholds, floor padding or mats;
- Injury resulting from the use, misuse, non-use and failure of any of the equipment used on the Walls, including but not limited to ropes, slings, harnesses, climbing hardware and anchor points or any part of the climbing structure
- Rope abrasion, entanglement and other injury which results from the use of ropes;
- Dangerous or unsafe conditions of the Walls; and
- Negligence on my part or on the part of other persons using the Walls or participants in Programs, or negligence on the part of UVic and its employees.

COVID-19

The Government of British Columbia declared a province-wide state of emergency under The Emergency Program Act on March 18, 2020 to protect the health and safety of all British Columbians 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.

UVic has put in place measures to reduce the spread of COVID-19, however the University cannot guarantee that any individual attending the Facilities, or participating in programming will not become infected with COVID-19.

UVic 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 Facility or participating in programs. 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 the Facilities or participating in programs, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to me or members of my household(s);
- I acknowledge that it is my responsibility to ensure I learn and follow all health, safety and other rules established by the Facility and Programs.

I am aware of the risks and hazards associated with the use of the Walls and participation in the Programs and I freely accept and fully assume all such risks and hazards and the possibility of personal injury, death, property damage and losses resulting there from.

WAIVER OF CLAIMS AND RELEASE OF LIABILITY

In consideration of the University of Victoria allowing me to use the Walls and participate in the Programs, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree:

- TO WAIVE ANY AND ALL CLAIMS of whatever kind or nature that I have or may in the future have against the University of Victoria, its governors, officers, employees, agents and representatives (collectively, the “Releasees”), and to RELEASE THE RELEASEES from any and all liability for loss, damage, expense or injury, including injury causing death, that I may suffer as a result of my participation in the Programs or use of the Walls, or in any manner connected with, related to or as a consequence of my participation in the Programs or use of the Walls, due to any cause whatsoever, including any negligence, breach of contract, or breach of any statutory or other duty of care (including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1996, c. 337) on the part of the Releasees.
- TO HOLD HARMLESS AND INDEMNIFY the Releasees from any and all liability for any damage to the property of, or bodily injury to, any third party, resulting from my participation in the Programs or use of the Walls.
- That this Agreement shall be effective and binding upon my successors, assigns, heirs, next of kin, executors, administrators and personal representatives.
- That in entering into this Agreement, I am not relying, and have not relied, upon any representation, promise or statement made by the Releasees which is not recited or embodied in this Agreement.
- This Agreement shall be governed by the laws of British Columbia and any action arising from my participation in the Programs or from my use of the Walls shall solely be brought or instituted in the courts of British Columbia.
SCHEDULE A

COVID SCREENING PROTOCOLS

On behalf of myself, I certify that prior to using each use of the Facility or participating in a Program that:

- 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 will check my temperature each day and will ensure I do not have a fever before using Facilities or participating in Programs.
- I will not use the Facilities or participate in Programs if anyone in my household(s) is sick, even if the symptoms resemble a mild cold.
- 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 BC Centre for Disease Control at the following link before using the Facility or participating in Programs: http://www.bccdc.ca/health-info/diseases-conditions/covid-19/about-covid-19/Symptoms
- 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 BC Centre for Disease Control's website (http://www.bccdc.ca/health-info/diseases-conditions/covid-19/prevention-risks) in advance of using the Facility or participating in Programs. I also understand that I must follow these safety and hygiene protocols.

I further certify that, before each visit to the Facility or participating in a Program:

- 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 and/or is being directed by a health care provider to self-isolate.
- That 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.
I HAVE READ, UNDERSTOOD AND VOLUNTARILY SIGN THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

(IF THE PARTICIPANT IN THE PROGRAM IS LESS THAN 19 YEARS OF AGE, THE PARTICIPANT’S GUARDIAN MUST SIGN ON THE PARTICIPANT’S BEHALF.) ACKNOWLEDGEMENT OF A GUARDIAN OR PARENT: I am the parent or guardian of the participant named above (the “Child”). I acknowledge that both the Child and I have read this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement. The Child and I understand, appreciate, freely accept and fully assume the risks, dangers and hazards referred to in this Agreement. On my own behalf and on behalf of the Child, I covenant and agree not to sue or commence any legal proceedings against the Releasees in respect of any loss, damage, injury or expense resulting from the said risks, dangers and hazards. I hereby waive any and all claims that I may now or in the future have against the Releasees. I hereby release the Releasees from any and all liability, for any loss, damage or expense that the Child or I may sustain as a direct or indirect result of the Child’s participation in the Program. I agree to indemnify and save the Releasees harmless from any all liability for any property damage of, personal injury to, or death of the Child in the Program.

Signed this ________ day of ___________________, 20____

Participant or Parent/Guardian Signature: ______________________________

Participant or Parent/Guardian Name: ________________________