



## UNA Participation Agreement (All Ages)

The University Neighbourhoods Association (“UNA”) is pleased to be providing registered participants with the opportunity to participate in its recreational programs.

The purpose of this Participation Agreement is to ensure that participants are fully informed about the nature of the Programs in which they register (each a “Program”) and risks that may arise from their participation. In exchange for the opportunity to attend and participate in a Program, participants are required to complete this Participation Agreement. Those who do not sign this Participation Agreement may not participate in the Program.

**PLEASE REVIEW THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING THIS PARTICIPATION AGREEMENT YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND AND AGREE THAT YOU, AND YOUR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, WILL BE BOUND TO THE TERMS SET OUT BELOW.**

All references in this document to “you” or “your” refers to the participant signing this Agreement below (the “Participant”), or on whose behalf this Agreement is signed.

### **Your Responsibilities**

By accepting this Participation Agreement you acknowledge and agree that it is your responsibility to: (1) ensure you are physically and medically fit and able to participate in the Program(s) and to seek any required medical advice concerning your participation; (2) refrain from engaging in Program activities in which you are unable to safely participate or seek direction from your medical advisors or Program instructors as to how to safely participate; (3) refrain from any activities or conduct that may place other Program participants at risk; (4) comply with UNA policies and procedures, Program rules and the directions of Program Instructors.

In the event of any non-compliance with these conditions, the UNA reserves the right to prohibit any individual from further participation in a Program(s) and to refuse any refund of Program fees, including in particular, where an individual is prohibited from further participation in a Program due to failure to comply with Program rules or directions, UNA policies or where their conduct has knowingly or recklessly placed others at risk or interfered with the ability of other participants to participate in and enjoy a Program(s).

### **Virtual or Online Programs**

Participants who register for virtual or online programs or services acknowledge and agree that UNA staff, instructors and volunteers may not have the ability to provide individual level instruction and are not responsible to supervise individual participation or to ensure that participants are participating in the Program safely and effectively. It is your responsibility to ensure your own safety when participating in these programs, such as by ensuring that you have (whether in-person, by telephone or otherwise) access to medical or other assistance should you experience an accident or medical incident while participating in online or virtual programs.



## Nature of the Risks

Your participation in a Program may expose you to risk, including through your attendance at a Program and your use of the equipment, facilities and lands owned, occupied or used by the University of British Columbia or the UNA, including but not limited to: roadways, parking areas, shower rooms, hallways, stairs, elevators, change rooms, gymnasiums, fitness facilities, pools, meeting rooms, eating areas, banquet rooms, fields, campus buildings and other facilities (collectively the “UNA Facilities”).

By accepting this Agreement you are acknowledging that your participation in a Program or Programs is voluntary, and you understand and agree to assume any and all risks associated with your participation in such Program(s), whether or not the UNA has disclosed those risks to you, including the possibility of illness (e.g. infection with COVID-19), injury, psychological injury or stress, pain, suffering, permanent or temporary disability, property or economic loss, and even death and other unforeseen risks (collectively the “Losses” and each a “Loss”). Losses may arise from your own actions or the actions of others, including negligent actions, or the condition of the Program location or UNA Facilities. You agree to assume all risks of your participation in any Program, including any and all Losses, whether such risks are known to you or unknown, including travel to and from such Program and including any activities incidental to the Program.

## COVID-19

COVID-19 has been declared a global pandemic and a threat to community health and safety. COVID-19 is an infectious disease and community transmission of this disease is possible. The risk of infection increases when individuals gather together or are in close contact. Infection with COVID-19 may cause serious illness, and potentially fatal, health consequences.

The UNA cannot be certain that a person (of any age) will not contract COVID 19 while present at UNA Facilities, including while participating in the Program(s), but we have taken steps to develop and implement COVID-19 Safety Policies which are intended to reduce risk. Those Policies are available for your review at [myuna.ca/recreation-policies/](https://myuna.ca/recreation-policies/). While the UNA has implemented preventive measures, the risk remains that a COVID-19 outbreak could occur and there is no guarantee that UNA Facilities or Programs are safe or free of infection.

In connection with the risk of COVID-19 infection, you acknowledge and agree as follows:

- You have read and will comply with the Safety Policies;
- It is vital that no person experiencing Covid symptoms visits the UNA Facilities.
- The UNA does not employ health professionals and does not screen for potential illness.
- While hygiene will be emphasized, physical distancing amongst Program participants may not be enforced by the UNA or may not be possible to enforce at all times.
- If you display symptoms of respiratory distress or illness, you may be prohibited by the UNA from further participation in the Program until the UNA is satisfied that it is safe for you to do so without exposing others to the risk of infection.

## Waiver and Release

To the fullest extent permitted by law, and in consideration of being allowed to participate in a Program, you agree to waive, discharge all claims and release from liability the University of British Columbia, the



UNA and its and their board members, employees, volunteers, contractors and agents, and their successors (the “Releasees”), from any and all liability arising from your participation in any Program or attendance at the UNA Facilities, and for any Loss or Losses that may at any time be suffered or incurred by you as a result of your participation in a Program, travel to and from a Program and any activities incidental to a Program, including without limitation, negligence by any one or more of the Releasees, breach of contract or breach of any statutory or other duty of care by the Releasees, or any one or more of them, including the breach of any duty of care owed by the Releasees under the *Occupiers of Liability Act* (BC), or the breach of any other duty on the part of any of the Releasees to safeguard or protect you from the risks, dangers and hazards referred to above.

### **Indemnity**

You further agree to indemnify and hold harmless the Releasees of, from and against any and all claims, losses, damages or expenses (including legal fees on a solicitor and own client basis) or liability that may be incurred by any one or more of them if caused by your acts or omissions during or related to a Program, including any claims or legal proceedings that may be brought or made against the Releasees, or any of them, and arising, directly or indirectly, from your acts or omissions, your negligence or any non-compliance by you with the terms of this Participation Agreement.

### **General.**

By signing below, you acknowledge and agree that: (1) You have read, understand and agree to be bound by this Participation Agreement and have had an opportunity to ask questions about it; (2) You have read the COVID-19 Safety Policies and agree to follow the precautionary measures set out therein; (3) You voluntarily assume all risk of the Losses described in this Participation Agreement, and acknowledge that by signing this Participation Agreement you are waiving certain legal rights; (4) This Participation Agreement is the entire agreement between you and the UNA concerning the subject matter set out herein and supersedes any other statements or representations, whether or oral or written, concerning the same subject matter including in any brochures or literature describing the Program; (5) This Agreement is binding on you and your heirs, next of kin, executors, administrators and assigns; (6) if any term, provision or requirement of this Agreement is determined to be enforceable or invalid, it shall be severed from this Agreement and the remaining terms shall continue in full force and effect; and (7) This Agreement is to be interpreted in accordance with the laws of the Province of British Columbia, and any disputes or claims arising under this Agreement or in connection with the Program will be subject to the exclusive jurisdiction of the courts of British Columbia.

I am a registered participant in a Program, and I acknowledge and agree to the terms above.

I acknowledge and agree that this Participant Agreement is intended for Participants who are at least 19 years of age or above. Persons under the age of 19 wishing to participate in Adult Programs must ensure that this form is signed and accepted on their behalf by a parent/guardian and will be enforceable to the fullest extent permitted by law. Parents/guardians accepting this Agreement on behalf of the Participant must include their name and contact information below and by doing so represent that they have legal authority to enter into this Participation Agreement on behalf of the Participant.