



UNA Participation Agreement – Child and Youth

The University Neighbourhoods Association (“UNA”) is pleased to be providing registered children and youth participants with the opportunity to participate in Child and Youth Programs (a “Program” or “Programs”).

The purpose of this Participation Agreement is to ensure that participants and their parents/guardians are fully informed about the nature of the Program, the terms and conditions of participation and risks arising from their participation. In exchange for the opportunity to attend and participate in Programs, parents/guardians are required to complete this Participation Agreement with respect to their child. Without a Participation Agreement signed by their Parent/Guardian, a child or youth may not participate in Programs.

PLEASE REVIEW THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. BY SIGNING THIS PARTICIPATION AGREEMENT YOU ARE ACKNOWLEDGING THAT YOU, ON YOUR OWN BEHALF OF AND ON BEHALF OF YOU CHILD, HAVE READ, UNDERSTAND AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF PARTICIPATION IN THE PROGRAM (S).

All references in this document to “you” refer to the parent/guardian signing this Agreement below (the “Parent/Guardian”) in respect of their child enrolled to participate in a Program (“your Child” or the “Participant”).

Your Responsibilities and Your Child’s Responsibilities

By accepting this Participation Agreement you acknowledge and agree that it is the responsibility of you and your Child to: (1) ensure your Child is physically and medically fit and able to participate in the Program(s) , including Field Trips, and to seek any required medical advice about their participation; (2) identify to Program Instructors activities in which your Child is unable to safely participate; (3) refrain from any activities or conduct that may place other Program participants at risk; (4) comply with Program rules and the directions of Program Instructors; and (5) arrange for your Child to be dropped off and picked up at the times and locations indicated by the 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 refuse any refund of Program fees, including where a child is prohibited from further participation in a Program due to failure to comply with Program rules or directions or where the conduct of the child has knowingly or recklessly placed others at risk or interfered with the ability of other participants to participate in and enjoy a Program(s).

Nature of the Risks

By accepting this Participation Agreement you further acknowledge and agree as follows: (1) You have had an opportunity to review the description on the UNA website myuna.ca/programs the Program(s) in which your Child is registered and to seek clarification or ask questions of UNA staff about such Program(s). (2) - You consent to your Child’s participation in such Program(s) and all related activities, and you understand



and acknowledge that your Child's participation in the Program(s) may expose them to risk, including through their attendance and participation in such Program(s), which may include the use of the 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, pools, meeting rooms, eating areas, banquet rooms, fields, campus buildings and other facilities, (collectively the "UNA Facilities"). (3) Your Child's participation in a Program(s) is voluntary, and you understand and agree to assume any and all risks associated with their participation in such Program, whether or not the UNA has disclosed those risks to you, including the possibility of illness (including COVID 19 infection), injury, psychological injury or stress, pain, suffering, permanent or temporary disability, property or economic loss, even death and other unforeseen risks (collectively the "Losses" and each a "Loss").

Field Trips

Some Programs include field trips or other activities taking place outside of the UNA Facilities ("Field Trips"). It is your responsibility to provide us with up to date contact information and to review all materials we send to you concerning such Field Trips. The UNA reserves the right to require written consent from you as a condition of Your Child's participation in a Field Trip ("Consent"). The terms of such Consents shall be in addition to the terms and conditions set out in this Agreement.

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/. 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 free of infection.

By signing this Participation Agreement, 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.
- We do not employ health professionals and do not screen for potential illness.
- While hygiene will be emphasized, physical distancing amongst the children who participation in the Program(s) may not be enforced by the UNA or may not be possible to enforce.
- Please note: If your child is displaying symptoms of respiratory distress or illness, they will be asked not to participate in the Program.



Emergency Medical Care

In the event of a medical emergency involving your Child, you authorize the UNA to provide care to your Child, to arrange for the medical care and treatment of your Child and/or to transport your Child to a medical facility. You understand that the UNA will make efforts to reach you in such circumstances, but may, if necessary, make arrangements for the delivery of first aid or medical care to your Child before you are contacted or in the event that you cannot be reached.

Parent/Guardian Waiver and Release

To the fullest extent permitted by law, and in consideration of your Child 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 successors (collectively the "Releasees") from any and all liability that you may suffer or incur and arising from your Child's participation in any Program, and for any Loss or Losses that may at any time be suffered or incurred by you as a result of your Child's 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, whether for breach of contract or breach of any statutory or other duty of care by the Releasees, or any one or more of them, including any duty of care owed under the *Occupiers of Liability Act* (BC), or any duty owed by any of the Releasees to safeguard or protect you from any risks, dangers and hazards arising from your Child's participation in the Program.

General.

By completing the document, you acknowledge and agree that: (1) You have read and understand and agree to this this Participation Agreement. (2) You have read the Safety Policies and ensure that you and your Child comply with them; (3) You have the legal authority to enter into this Participation Agreement on behalf of your Child; (4) You on your own and on behalf of your Child voluntarily assume all risks of the Losses described above, including the risk of COVID-19 infection; (5) 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 or Programs. (6) This Agreement is binding on you and your heirs, next of kin, executors, administrators and assigns. (7) if any term, provision or requirement of this Agreement is enforceable or invalid, it shall be severed from this Agreement and the remaining terms shall continue in full force and effect; (8) 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 the parent/guardian of the Participant, and I accept this Agreement on behalf of the Participant and represent that I have legal authority to enter into this Participation Agreement on behalf of my child.