



UNA Participation Agreement (All Ages)

The University Neighbourhoods Association (“UNA”) is pleased to provide registered participants with the opportunity to participate in its recreational programs. This Agreement applies to adult programs, and includes scheduled programs, workshops, and drop-in sessions. Please review this information carefully.

All references in this document to “you” refer to the participant or the parent/guardian of participant signing this Agreement; and “Program” refers to the Program(s) in which you are registered in.

BACKGROUND

The purpose of this Participation Agreement is to ensure that participants are fully informed about the nature of the Programs in which they register 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 Programs.

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

TERMS AND CONDITIONS:

ACKNOWLEDGEMENT AND AGREEMENT

You acknowledge that you have had an opportunity to review the program description or brochure made available by the UNA describing the Program. You have had an opportunity to ask questions about the nature of any activities or related risks arising from your participation in the Program.

FEES AND REFUNDS

You are responsible for paying any posted fees (myuna.ca/programs) for the Program, and UNA reserves the right to cancel your registration and suspend or terminate further participation in the Program for non payment of fees. Except as otherwise set out in this Agreement, cancellations and refunds will be processed in accordance with the policies of the UNA (myuna.ca/recreation-policies).

YOUR RESPONSIBILITIES

By entering into 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 yourself or other Program participants at risk, including not attending Program activities if you are ill or suffering from a contagious illness; (4) comply with UNA policies and procedures (myuna.ca/recreation-policies) including the Code of Conduct (myuna.ca/code-of-conduct), published or distributed by the UNA from time



to time; and (5) refrain from activities that are disruptive to the Program for other participants or destructive of UNA property or the property of others.

In the event of any non-compliance with the above conditions, the UNA reserves the right to suspend or terminate your further participation in a Program(s) and refuse any refund of Program fees.

VIRTUAL OR ONLINE PROGRAMS

Participants who register for virtual or online programs or services acknowledge and agree that UNA staff, instructors and volunteers who operate such programs are not responsible for providing individual level instruction, or supervision or for ensuring 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

You understand and acknowledge that participation in a Program may expose you to risk, including the possibility of illness or 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**”). Such Losses may arise from the nature of the Program activities or from 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**”) or any other lands or facilities where Program activities take place. Risks may also be posed by your own actions, or the actions of other participants or third parties, including negligence, or due to inclement weather, accidents, disasters and other unforeseen circumstances.

Your participation in the Program is voluntary. By entering into this Agreement you acknowledge and agree to assume all risks arising from your participation in the Program, including any and all Losses, and whether such risks are known or unknown, including when arising from travel to and from Program activities or events and including any activities incidental to the Program.

WAIVER AND RELEASE

To the fullest extent permitted by law, and in consideration of being allowed to participate in the 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 and all Losses that may at any time be suffered or incurred by you as a result of your participation in the Program, travel to and from the Program and any activities incidental to the 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 (“**Claims**”).

INDEMNITY

You 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.

PERSONAL INFORMATION

Your participation in the Program will involve the collection, use and disclosure of personal information about you. This personal information will be collected, used and disclosed by the UNA in compliance with the BC *Personal Information Protection Act* (PIPA), including for purposes such as registration, service delivery, to communicate with you, to collect and process payments, for legal and operational purposes and for purposes authorized under PIPA. By entering into that agreement you consent to the collection, use and disclosure of your personal information for these purposes.

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 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; (3) 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; (4) This Agreement is binding on you and your heirs, next of kin, executors, administrators and assigns; (5) 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 (6) 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 approved and accepted on their behalf by a legal guardian and will be enforceable to the fullest extent permitted by law.

Agreement of Parent and Guardian



You acknowledge and agree that you are the legal guardian of the Participant who is a minor (“Minor”). You hereby enter into this Agreement on the Minor’ behalf, and you confirm and represent that you have the legal authority to do so.

You further acknowledge and agree on your own behalf as follows: (1) Some Programs (e.g. virtual, drop in programs or the use of the Fitness Centre or fitness classes) are not subject to direct adult supervision, and you will ensure the Minor does not participate in such Programs or related activities without your supervision unless they meet posted or published age requirements, and you are satisfied they have sufficient maturity to safely participate in such activities without direct adult supervision. (2) You acknowledge and agree that the UNA is not responsible for the Minor’s supervision and safety if they participate or carry-out virtual or remote Program activities or they carry out Program related activities at home or outside of scheduled program sessions. (3) You voluntarily agree to assume the risk of any and all Losses as described in this Agreement. (4) To the extent you incur any loss, cost, liability or have Claims as a result of the Minor’s participation in the Program, you agree to waive and release the Releasees from the same.

☐ I am the guardian for the Minor, I have read, understand and agree to the terms of this Agreement I am aware that by signing this Agreement I am affecting certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the UNA or the University of British Columbia.