



UNA Participation Agreement and Photo Consent (Child and Youth Programs)

The University Neighbourhoods Association (“UNA”) is pleased to provide registered participants with the opportunity to participate in its recreational programs. This Agreement applies to child and youth programs (up to and including age 18) offered by the University Neighbourhoods Association (“UNA”), including drop-in programs

All references in this document to “you” refer to the parent/guardian signing this Agreement; “your child” or “participant” refers to their child/youth enrolled to participate in a Program; and “Program” refers to the Program(s) in which your child is registered, which includes drop-in programs.

BACKGROUND

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.

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 AND ON BEHALF OF YOUR CHILD, 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 in which your child is registered. You have had an opportunity to ask questions about the nature of any activities or related risks to your child arising from their 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 AND YOUR CHILD’S RESPONSIBILITIES

By entering into 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; (2) determine whether medical advice on your child’s participation is needed, and to obtain that advice; (3) identify to Program Instructors activities in which your child is unable to safely participate; (4) refrain from any activities or conduct that may place your child or any other Program participants at risk, including not attending the Program when your child is ill or suffering from a



contagious illness; (5) comply with UNA policies and procedures (myuna.ca/recreation-policies) including the Code of Conduct (myuna.ca/code-of-conduct), and follow the directions of Program Instructors; (6) refrain from activities that are disruptive to the Program for other participants or destructive of UNA property or the property of other participants; and (6) arrange for your child to be dropped off and picked up at the times and locations indicated by the Program Instructors.

You acknowledge that some Programs (e.g. virtual, drop in programs or the use of the gym or fitness classes) are not subject to direct adult supervision. Your child is prohibited from participating in such 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. The UNA is not responsible to ensure your child'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.

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

CONSENT AND ASSUMPTION OF RISK

You understand and acknowledge that risks may arise from your child's participation in the Program, 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 child's 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 child's participation in the Program is voluntary. By entering into this Agreement you consent to your child's participation in the Program, and you acknowledge and agree to assume all risks arising from their 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.

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.



FITNESS TO PARTICIPATE

You confirm that your child has no known conditions, health problems or existing medical or physical conditions that would be aggravated by engaging in Program activities, or that would render participation in the Program unsafe for your child or others. Or, if your child has any such conditions, you have obtained a medical clearance for your child's participation in the Program and have disclosed (or will disclose) your child's needs and circumstances to UNA staff or instructors to the extent necessary to ensure their health and safety and the health and safety of others.

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.

RESPONSIBILITY FOR INSURANCE COVERAGE

You acknowledge that neither the UNA nor the University of British Columbia carries accident or medical or dental insurance on behalf of you or your child. It is your responsibility to make arrangements for such coverage, as you deem prudent or necessary.

PARENT/GUARDIAN WAIVER AND RELEASE

To the fullest extent permitted by law, and in consideration of your child's enrollment and participation 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 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 and all 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 the Program and any activities incidental to the 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.

PERSONAL INFORMATION

Your child's participation in the Camp will involve the collection, use and disclosure of personal information about you and your child. 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 payment, 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 have read, understand and agree to the terms of this Agreement. I am aware that by checking this box that 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.

PHOTO AND IMAGE CONSENT

From time to time, the University Neighbourhoods Association (UNA) may create photos, footage, recordings or images of Program participants in connection with Program activities (“**Materials**”). This Photo and Image Consent seeks your consent to the collection, use and disclosure of your child’s personal information contained in such Materials.

Applicable Privacy Laws.

UNA is subject to the *Personal Information Protection Act* (PIPA). Any Materials collected by the UNA will be collected, used and disclosed by it only in compliance with PIPA.

Program Images Consent

The creation and use of the Materials may be part of planned Program activities or to provide participants and their parents with mementos of their Program experience. In such cases, your child’s name, image, movements, voice and activities may be recorded and included in the Materials. The Materials may be shared with other participants and their parents/guardians (“**Program Purposes**”).

To provide your consent to the collection, use and disclosure of your child’s personal information for the Program Purposes, please indicate your acceptance below. Consent is voluntary, but your refusal to provide consent may affect your child’s ability to participate in some Program activities.

- ☐ I consent to the collection, use or disclosure of my child’s image or personal information for the Program Purposes as described above.



Additional Optional Consent

The UNA may use the Materials for other purposes, such as to market, promote or provide information to the public and community about UNA programs or activities ("Optional Purposes"). In such cases, your child's name, image, movements, voice and activities may be recorded, included in the Materials and used for the Optional Purposes. The Materials may be modified, amended, distributed, reproduced, posted online or published in print publications.

By agreeing to the collection, use and disclosure of your child's information for the Optional Purposes, you are also agreeing that the Materials are the property of the UNA, and that there are no plans to compensate you or your child for the use of the Materials. Your agreement constitutes a waiver and assignment in favour of the UNA of your and your child's intellectual property rights, or moral rights, or rights of personality or property in or to the Materials.

To provide your consent to the collection, use and disclosure of your child's personal information for the Optional Purposes, please indicate your acceptance below. Consent is optional. You may refuse consent and it will not affect your child's ability to participate in the Program.

☐ I consent to the collection, use or disclosure of my child's image or personal information for the Optional Purposes as described above.