



AGREEMENT REGARDING AN ACTIVITY ON CAMPUS

Name and Address of Institution Requesting the Activity (the "Institution"):

Name of Contact: _____

Phone number: _____

Email: _____

Date of Activity: _____

Cost Payable to the University: _____

Description of Activity:

General Terms and Conditions

The Activity will be subject to the Terms and Conditions attached as Schedule A to this Agreement.

Waiver

A Parental Consent Form attached as Schedule B of this Agreement must be completed by all Students participating in the Activity.

**THE GOVERNORS OF THE UNIVERSITY
OF CALGARY**

THE INSTITUTION

Stephanie Day
Director, Risk Management and Insurance

Name:

Date: _____

Date: _____

SCHEDULE A

TERMS AND CONDITIONS

1.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 1.1. The parties acknowledge that they are both subject to the *Freedom of Information and Protection of Privacy Act* (Alberta) ("FOIP"). Each party will, at its own expense, provide reasonable assistance to the other party in its efforts to comply with FOIP.

2.0 UNIVERSITY SERVICES AND RESPONSIBILITIES

- 2.1. The University agrees that it will take all reasonable steps to ensure that the Activity is a safe one and that it is carried out in a safe manner, and to ensure that there is no undue risk of injury or accident that the Students might suffer.
- 2.2. As soon as the University becomes aware of any accidents that occur while the Students are involved in the Activity under Agreement, the University will report such accidents to the other party.

3.0 INSTITUTION SERVICES AND RESPONSIBILITIES

- 3.1. The Institution acknowledges that it is responsible for supervising or arranging for the supervision of the Students while they are being transported to and from the Activity.
- 3.2. The Institution fully accepts that it is responsible for supervising the Students who are using the University's facilities and is liable for any damage caused to the facility as a result of the actions of the Institution, its Students, volunteers or employees. During the Activity, the Institution's staff, other Institution employees and volunteers will be available to assist University employees in maintaining order and proper behaviour among the Students. Should Students misbehave or disobey the rules or directions of the University or its employees, the University's employees or the Institution's teachers may require that the Students withdraw from the Activity. The Institution's teachers will arrange to either have the Students returned to the school or have the Student's parent or guardian contacted to have the Students picked up.
- 3.3. The Institution will ensure that the Students have obtained all instructions that are given by the University to the Institution for distribution to the Students or from the Institution.
- 3.4. The Institution will arrange to obtain the prior valid written consent, not withdrawn, of the parents and/or guardians of the Students to participate in the Activity under this Agreement (see attached Schedule B). The Institution agrees to retain these consent forms. The Institution also agrees to provide a copy of any consent form to the University pending notification from the University of any litigation that arises out of the services provided by the University under this Agreement. If the Institution cannot provide the University with a valid signed consent form for the Student(s) in question, the Institution undertakes to indemnify and hold harmless the University to the extent that lack of the consent form may affect the liability of the University. Such indemnification shall survive the expiry of this Agreement.

- 3.5. As soon as the Institution becomes aware of any accidents that occur while the Students are involved in the Activity under this Agreement, the Institution will report such accidents to the University.

4.0 INSURANCE

4.1. The University:

- a) hereby warrants that it currently maintains, and will continue to maintain throughout the term of this Agreement, a contract of either Comprehensive or Commercial General Liability with an insurer licensed in Alberta in an amount of not less than \$5,000,000.00 per occurrence (annual general aggregate, if any, not less than \$5,000,000.00) insuring against bodily injury, personal injury and property damage, including loss of use thereof and such policies shall name the Institution, its employees and agents as additional insureds but only with respect to liability arising out of the operations of the University and shall contain a cross-liability and severance of interest endorsement.
- b) shall ensure that the aforementioned insurance policy is endorsed to provide to the Institution 30 days advance written notice of cancellation or material change.
- c) shall provide as evidence of insurance certificates of insurance to the Institution prior to the commencement of service under this Agreement.
- d) shall be responsible for insuring its own property pertaining to this Agreement.

4.2. The Institution:

- a) hereby warrants that it currently maintains, and will continue to maintain throughout the term of this Agreement, a contract of either Comprehensive or Commercial General Liability with an insurer licensed in Alberta in an amount of not less than \$5,000,000.00 per occurrence (annual general aggregate, if any, not less than \$5,000,000.00) insuring against bodily injury, personal injury and property damage, including loss of use thereof and such policies shall name the University, its administrators, employees and agents as additional insureds but only with respect to liability arising out of the operations of the Institution and shall contain a cross-liability and severance of interest endorsement.
- b) shall ensure that the aforementioned insurance policy is endorsed to provide to the University 30 days advance written notice of cancellation or material change.
- c) shall provide as evidence of insurance certificates of insurance to the University prior to the commencement of service under this Agreement.
- d) shall be responsible for insuring its own property pertaining to this Agreement.

4.3. It is understood and agreed that the University will not provide insurance to cover Students.

5.0 INDEMNITY

- 5.1. The University will indemnify and hold harmless the Institution, its Trustees, administrators, employees and agents from any costs, claims, actions, loss, injury, expenses, damages, fines or recoveries whatsoever that may arise directly or indirectly, out of any act or omission of the University, its employees, agents, or representatives, in the performance by the University of this Agreement and for which the University is liable at law. This indemnity includes all reasonable legal costs (including fees and disbursements) incurred by the party indemnified. Such indemnification shall survive this Agreement.
- 5.2. The Institution will indemnify and hold harmless the University, its governors, administrators, employees and agents from any costs, claims, actions, loss, injury, expenses, damages, fines or recoveries whatsoever that may arise directly or indirectly, out of any act or omission of the Institution, its employees, agents, or representatives, in the performance by the Institution of this Agreement and for which the Institution is liable at law. This indemnity includes all reasonable legal costs (including fees and disbursements) incurred by the party indemnified. Such indemnification shall survive this Agreement.

6.0 COVID-19

- 6.1. The Alberta Government may declare a province-wide state of emergency to protect the health and safety of all Albertans and to reduce the spread of the novel coronavirus ("COVID-19"). The University may put in place measures to reduce the spread of COVID-19, however the University cannot guarantee that any individual attending the University campus, using the University's facilities, or participating in activities or events organized by the University, whether on-campus or off-campus, will not become infected with COVID-19. Further, attending the University campus and participating in activities or events organized by the University, could increase the risk of contracting COVID-19. As a result, the University and the Client acknowledge that COVID-19 has resulted in uncertainty and risk around public events. This section addresses specific details about the Activity(s) set out in the Agreement and how it will be conducted to reduce the likelihood of the spread of COVID-19 and the resulting impact that COVID-19 could have on participants in the Activity(s) .
- 6.2. **Government and Health Directives to be Followed**
Both the University and the Institution shall follow COVID-19 directives from Alberta Health Services, the Province of Alberta, the City of Calgary, and/or the Government of Canada as they pertain to the Activity and the Activity premises. This may result in the Activity having to be cancelled or postponed to a later date or the Institution having to follow further precautions related to COVID-19.
- 6.3. **University's Right to Cancel or Postpone**
The University shall have the right, in its sole discretion, to determine whether to close a facility or decide if an Activity can proceed based on current state of COVID-19.
- 6.4. **Cancellation of Activity**
In the event of cancellation, the University will refund any deposit and other payments from the Institution less non-cancellable costs incurred by the University.

6.5. Communication to Participants

The Institution shall communicate to its participants the University's requirements for entry and use of the Activity premises before attending the Activity. The University contact for this Activity shall direct the Institution to the appropriate website or provide the appropriate documentation.

6.6. Assumption of Risk

The University 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, the Institution understands that there remains a risk that the Institution's participants in the Activity could contract COVID-19 by participating in the Activity. The Institution therefore acknowledges and agrees as follows:

- a) COVID-19 is easily spread by contact with droplets produced by people who have the virus and the Institution voluntarily assumes the risk on behalf of itself and its participants in the Activity that participants may be exposed to or infected by COVID-19 while attending the Activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death to the participant and members of the participant's household; and
- b) it is the Institution's responsibility to ensure that its participants learn and follow all health, safety and other rules established by the University and the provincial and federal health authorities. The Institution understands that any behaviour on the part of its participants that places others at risk could result in immediate termination of the participant's right to use the University's facilities or to attend the Activity.

6.7. Consent of Parent/Guardian and Acknowledgement of Risks

In consideration of the University permitting the Institution to participate in the Activity and to use the University's facilities, the Institution agrees to ensure that the risk of exposure to COVID-19 is included in their parental consent form.

6.8. General

- a) The Institution agrees that this section is intended to provide more specific detail in respect to the COVID-19 situation and in no way limits the scope and applicability of other terms and conditions of this Agreement.
- b) This Section shall be in effect for the term of the Agreement; however, sections 6.3, 6.6, 6.7, 6.8, and 6.9 of this Agreement shall survive expiration or termination of the Agreement.
- c) This agreement shall be effective and binding on the Institution and its participants heirs, next of kin, executors, administrators, assigns, and representatives in the event of the death or incapacity of the Institution or any of its participants in the Activity.
- d) Failure to adhere to the requirements in this Agreement may be considered a breach of contract and the University retains the right to cancel the contract if such a breach occurs.

- 6.9. Both the University and the Institution hereby acknowledge that they have reviewed the COVID-19 risks and responsibilities associated with this Activity and the terms of this Agreement and are satisfied that this Agreement accurately sets out their understanding and agreement in respect of the Activity. The Institution has had an opportunity to consult with a lawyer, and freely and voluntarily accepts the terms contained within this Agreement and **understands that it is giving up substantial rights and accepting the risk that Institution's participants in the Activity may come into contact with, be exposed to, or be diagnosed with COVID-19 following their participation in the Activity** or by using the University's facilities. The Institution understands and agrees that the assumption of risk contemplated herein is intended to be as broad and inclusive as possible by the applicable laws of Canada and that if any portion hereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

7.0 EXTENT OF AGREEMENT & RELATIONSHIP

- 7.1. The University and the Institution agree that no agency, partnership or employer-employee relationship is created between the University and the Institution.
- 7.2. The University and the Institution agree that at no time during the term of this Agreement or otherwise will they represent themselves to the public as being an agent of the other party.
- 7.3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
- 7.4. This Agreement shall constitute the entire Agreement entered into by the University and the Institution.