



# Informed Consent

## Exploring Nature: Outdoor Learning Program

Name(s) of Parent/Guardian: \_\_\_\_\_

Address of Parent(s): \_\_\_\_\_

Name of Minor Child(ren): \_\_\_\_\_

**UNIVERSITY FACILITIES AND/OR UNIVERSITY ACTIVITIES:** Exploring Nature: Outdoor Learning Program provided by the University of Guelph Child Care and Learning Centre

### WAIVER

At the University of Guelph Child Care and Learning Centre Exploring Nature: Outdoor Learning Program (OLP), we support children in becoming confident, capable people who have a sound sense of their abilities and interests, and the ability to take age-appropriate responsibility for their own safety. Educators, parents, public health professionals, and child development experts are concerned that children today spend less time playing and learning outdoors, with damaging results for them and society. For this reason, unstructured outdoor play and learning are central to the OLP's early learning program.

While minor injuries like bruises, bumps, and scrapes are not uncommon, serious injuries are rare, and life-changing injuries and fatalities are unlikely in the extreme. Still, as with almost any activity, indoors or outdoors, it is impossible to guarantee that accidents will not happen. Acceptance of these risks is a required condition of your child's participation in the OLP.

The University of Guelph (the **University**) and the OLP have put in place measures to reduce the spread of illness, however, the University cannot guarantee that any individual attending the University Campus, using the University's facilities, or participating in activities organized by the University, whether on-campus or off-campus (collectively, **University Activities**) will not be exposed to communicable illnesses. Further, attending the University Campus and participating in the University Activities, could increase the risk of contracting an infectious disease.

You are being asked to carefully review, confirm, and agree to the following:

| I/We certify that:   | Initials |
|--|----------|
| I/We are the Custodial Parent(s) or Guardian(s) of the Minor Child identified above. In agreeing to participate in University Activities or use University Facilities, including the OLP, I/we understand that the University will not be liable for any loss, injury or death resulting from the risks outlined herein. I/We agree to waive my/our right to sue the University for any loss, injury or death resulting from the risks outlined within this Agreement. |          |

| I/We certify that:  | Initials |
|---|----------|
| <p>I/We understand that participation in the CCLC's OLP may expose my/our child to known and/or unanticipated risks, dangers, and hazards which are inherent in the program and cannot be eliminated without jeopardizing the quality of the program. I/We acknowledge that the University of Guelph will not be responsible for injury, loss, or damage to my/our child or their property. I/We am/are aware that the risks to my/our child may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>(a) loss or damage to personal property;</li> <li>(b) serious injury, up to and including death.</li> </ul> |          |
| <p>I/We and the Minor Child enrolled in OLP agree to closely follow and adhere to the health requirements and symptom management being followed by the CCLC/ OLP.</p>   |          |
| <p>I/We understand that health guidance is constantly evolving, and I/we will make our best efforts to adhere to the most current information from the OLP, Public Health, and the Province before using University Facilities or Participating in University Activities, including the OLP.</p>  |          |

The University is attempting to limit the risk of exposure to infectious illness by using reasonable efforts to follow the health and safety guidelines recommended by the Provincial health authorities. Nevertheless, I understand that there remains a risk that I, my Minor Child, or others could contract **COVID-19 or other infectious illnesses** by attending the University campus, using University Facilities, or participating in University Activities, including the OLP.

| I/We therefore acknowledge as follows:   | Initials |
|--|----------|
| <p>I/We acknowledge that COVID-19 and other infectious illnesses can be easily spread by contact with droplets produced by people who are sick and I/we voluntarily assume the risk for myself (ourselves) and the Minor Child that we may be exposed or infected while using University Facilities or participating in University Activities, including the OLP, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to me, us, the Minor Child or members of my/our household(s) or social circle.</p> |          |
| <p>I/We acknowledge that it is my/our responsibility to ensure I/we learn and follow all health, safety, and other rules established by the University and the CCLC. I/We understand that any behaviour on my/our part that places others at risk could result in immediate termination of my right to use University Facilities or participate in University Activities, including the OLP.</p>   |          |

| I/We agree as follows:  | Initials |
|---|----------|
| <p>To waive any and all claims that I/we may have in the future against the University, its members, officers, employees, students, agents, volunteers, and independent contractors (collectively the "Releasees").</p> |          |

|   |  |
|---|--|
| To release the Releasees from any and all liability for any loss, damage, injury, illness, death or expense that I/We or the Minor Child(ren) may, or that members of my household(s) may suffer, including the contraction of COVID-19 or other infectious illness, as a result of my attending the University Campus, using University Facilities or participating in University Activities, including such loss, damage, injury, illness, death or expense that is caused by the negligence, breach of contract, or breach of any statutory or other duty of care (including any duty owed under the <i>Occupier's Liability Act</i> , RSO 1990 c O.2, as amended) on the part of the Releasees. |  |
| To hold harmless and indemnify the Releasees from any and all liability, causes of action, claims, judgments, costs and expenses (including legal fees) that I/We, the Minor Child(ren), a member of my household(s), social circle, or any third party may suffer as a result of my/our attending the University Campus, using University Facilities or participating in University Activities, including due to any act, omission, or negligence of the Releasees.  |  |
| This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns, and personal representatives in the event of my death or incapacity.  |  |

| <b>I/We agree as follows:</b>   | <b>Initials</b> |
|---|-----------------|
| I/We have carefully read, fully understand, have had an opportunity to obtain legal advice, and freely and voluntarily accept the terms contained within this Agreement and understand that I/We, on our own behalf and on behalf of the Minor Child, am/are giving up substantial rights and accepting the risk outlined herein.   |                 |
| I/We confirm that I/We have the authority to enter into this Agreement and understand that the terms contained herein are legally binding. I/We understand and agree that the assumption of risk contemplated herein is intended to be as broad and inclusive as possible by the applicable laws of Ontario and Canada and that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. |                 |

**This Agreement must be completed in full, without alteration, signed, dated, and witnessed, and, where indicated, the above paragraphs must be initialed before I/We may use University Facilities or participate in University Activities.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
CHILD'S NAME

\_\_\_\_\_  
SIGNATURE OF PARENT

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
SIGNATURE OF PARENT

\_\_\_\_\_  
WITNESS SIGNATURE