



To: The University of Winnipeg ("University")

Informed Consent, Risk Acknowledgement and Indemnity Agreement

Warning: By signing this document you indicate that you understand the risks identified below, that you are aware that by allowing your child/youth to use the Facilities and/or participate in the Activities, you are exposing him/her/them to the risks identified below. It gives the University authority to secure medical assistance for your child/youth for which you agree to be financially responsible. You are agreeing to assume financial responsibility for any legal costs, payments or judgments made in favour of your child/youth, as well as any damages to third persons or their property caused by your child/youth.

This is a stand-alone document, separate from any waiver provided by the group or organization, and should not be considered part thereof to any other document signed on behalf of your child/youth.

Please read carefully!

Identification

Child/Youth Name: _____

Child/Youth Date of Birth: _____

Address: _____

Date: _____

Assumption of Risks

Access and/or use of the University's Asper Centre for Theatre and Film ("Facilities") and/or participation in any activities including but not limited to: Theatre, Film, Production and/or Dance ("Activities"), carries certain inherent risks. I am aware that by allowing my child/youth to use the Facilities and/or participate in the Activities, my child/youth may be exposed to any manner of harm, injury, illness, death or personal property damage resulting from such risks, including but not limited to the following:

General Risks:

- a) Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water damage;
b) Loss, damage, injury, illness, death or expense that my child/youth may, or that members of my child/youth's household(s) may suffer, including the contraction of a Communicable Disease as a result of my child/youth's use of the Facilities and/or participation in the Activities.
c) Communicable Diseases include, but are not limited to, any disease that can be transmitted from one person to another including viruses, bacteria, parasites or other organisms.

NOTE: Please consult with your child/youth's physician prior to their participating in any physical activity(ies) or using any equipment if they have any pre-existing conditions which may be affected by their participation in the activity(ies).

Physical Activity(ies) Risks:

- d) All manner of muscular and skeletal injuries, bruises, scrapes, cuts, strains, sprains, leg cramps, dislocations, or bone injuries;
e) Head, facial, dental and neurological injuries such as concussions and traumatic brain injuries (TBI);
f) An increased load on the heart that may result in dizziness, shortness of breath, fainting, chest pain or discomfort, nausea, and in extreme circumstances may result in heart attack;
g) Being struck with projectiles;
h) Falling against, impacting, entanglement or impairment on apparatus, equipment or other natural or man-made obstacles (visible or not visible), or against the ground, floors, walls or other surfaces;
i) Contact with participants, officials, spectators, or other people or sustaining injuries arising from their actions;
j) Participation and/or use of equipment beyond the child/youth's own skills and abilities; and
k) The use, misuse, failure or malfunctioning of equipment.

I have explained the risks associated with this activity to my child/youth and he/she/they understand(s) the risks.

Parent/Guardian initial here _____

In consideration of the University allowing my child/youth to use the Facilities and/or participate in the activities, I agree as follows:

1. The University may administer first aid treatment to my child/youth and may secure such medical advice and services as the University, in its sole discretion, may deem necessary for my child/youth’s health and safety and I shall be financially responsible for such medical advice and services;
2. If circumstances arise in which the University, in its sole discretion, considers to be an emergency, I authorize the University to
3. disclose any of my child/youth’s personal medical, health or contact information, as the University deems reasonable;
4. I understand that it is my child/youth’s responsibility to abide by the University’s rules and regulations;
5. I understand that if my child/youth is supplying his/her/their own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(ies) in which he/she/they is/are participating.
6. I understand that the University accepts no responsibility for any incidents or accidents occurring out of the use or misuse
7. of my child/youth’s equipment;
8. I agree to hold harmless and indemnify the University, its Board of Regents, officers, employees, students, agents, representatives, members, volunteers and independent contractors, from any and all liability for the following:
 - a) any legal costs or payments made pursuant to a settlement or trial judgment in favour of my child/youth’s and in relation to my child/youth’s use of the Facilities and/or participation in the Activities; and
 - b) any damages to the property of, or personal injury to, any third party, resulting from my child/youth’s use of the Facility and/or participation in the Activities.
9. I agree that this Agreement shall be governed by and construed in accordance with the laws in force in the province of Manitoba and the federal laws of Canada, as applicable, and that the courts of Manitoba shall have exclusive jurisdiction over all claims, disputes and actions arising out of or related to my child/youth’s use of the Facilities and/or participation in the Activities, and this Agreement.
10. To abide by all University Facility Rules and Regulations:

<https://www.uwinnipeg.ca/respect/sexual-violence-policy-and-procedures.html> and <https://www.uwinnipeg.ca/respect/respect-policy.html> and confirm that I have read, understood, and agreed to the ACTF Terms of Use Access Card and Building Use Policy [Access Card and Building Use Policy | Theatre and Film | The University of Winnipeg \(uwinnipeg.ca\)](#) and the University of Winnipeg’s Privacy Policy <https://www.uwinnipeg.ca/privacy/privacy-policy.html>

In entering into this Agreement, I confirm that I am not relying upon any oral or written representations or statements made by the University other than what is set forth in this Agreement.

I consent to my and my child/youth’s personal information being collected under The University of Winnipeg Act (Manitoba) and 36(1)(b) of The Freedom of Information and Protection of Privacy Act (Manitoba) for the purposes set out herein. I understand that I may contact the University’s Asper Centre for Theatre and Film department, 400 Colony Street, Winnipeg, MB, R3B 2P3, thfm@uwinnipeg.ca, 204.786.9955 with any questions regarding privacy.

I certify that I am the parent and/or legal guardian of my child/youth.

I confirm that I have read and understood this agreement and that I am aware that by signing this agreement I am accepting financial responsibility for any medical assistance the university may deem necessary for my child/youth’s health and safety, for any legal costs, payments or judgments made in favour of my child/youth and for damage to third persons or their property that my child/youth may cause.

Signature of Parent/Guardian	Name of Parent/Guardian (please print)	Date (mm/dd/yyyy)

*Please print and complete and return to the ACTF office or m.tallin@uwinnipeg.ca
Hand signatures required.*