

## 101 WEEK PARTICIPANT CONTRACT & WAIVER

### BIOGRAPHICAL INFORMATION

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Pronouns: \_\_\_\_\_

Language(s): \_\_\_\_\_

Program: \_\_\_\_\_

With which Recognized Student Government(s) (RSG) did you register for 101 Week?  
(Double major students can register in either or both RSG's 101 Week. First Nations, Metis and Inuits students can register in their program's RSG and/or the Indigenous Students' Association 101 Week)

1) \_\_\_\_\_ 2) \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Relevant Medical Restrictions / Limitations / Information (please attach document if necessary): \_\_\_\_\_

\_\_\_\_\_

Accessibility requests: \_\_\_\_\_

\_\_\_\_\_

### EMERGENCY CONTACT

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Relationship: \_\_\_\_\_

## SIGNATURE PAGE

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ IT CAREFULLY. IF YOU DO NOT WISH TO WAIVE YOUR LEGAL RIGHTS, DO NOT SIGN THIS DOCUMENT AND DO NOT PARTICIPATE IN THESE ACTIVITIES.**

I, hereinafter referred to as « the Participant », **HEREBY AGREE AND ACKNOWLEDGE** having read, understood, and agreed to all terms and conditions contained in the following codes, policies, release, waiver, and otherwise of the University of Ottawa Student Union:

- (a) UOSU 101 Week Code;**
- (b) Bag Checks Policy;**
- (c) Insurance and Medical Disclaimer;**
- (d) Miscellaneous; and**
- (e) Waiver, Release and Indemnity for 101 Week.**

The Participant **FURTHER AGREES AND ACKNOWLEDGES** that copies of the above-listed documents are available online at <https://www.seuo-uosu.com/student-life/101-week> have been attached to the Signature Page.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO ALL CONDITIONS CONTAINED THEREIN:**

Full Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date (YYYY-MM-DD): \_\_\_\_\_

**IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OLD:**

By signing the below, the parent/guardian warrants that they **UNDERSTAND AND AGREE** to the terms and conditions set out herein.

Full Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date (YYYY-MM-DD): \_\_\_\_\_

**(a) UOSU 101 WEEK CODE (POL-GEN 5)**

**THE PARTICIPANT HEREBY AGREES AND ACKNOWLEDGES** having read the official 101 Week Code.

A copy of the aforementioned regulation of the University of Ottawa Students' Union is available for review:

- (i) Online at <https://www.seuo-uosu.com/student-life/101-week>
- (ii) Upon request at the UOSU Office, located at #07, 85 University Private, Ottawa, ON, K1N8Z4
- (iii) Upon request at [studentlife@seuo-uosu.com](mailto:studentlife@seuo-uosu.com)

**THE PARTICIPANT HEREBY** understands that a failure to abide by the 101 Week Code can result in their immediate exclusion from all 101 Week events.

**THE PARTICIPANT HEARBY AGREES** to be bound by the 101 Week Code of the UOSU.

<b>THE PARTICIPANT'S</b> agreement to be bound by the 101 Week Code of the UOSU is demonstrated by executing the above Signature Page.
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## **(b) BAG CHECKS**

**THE PARTICIPANT HEREBY AGREES AND ACKNOWLEDGES** that bag checks may be performed throughout 101 Week.

**THE PARTICIPANT FURTHER EXPRESSLY AGREES AND ACKNOWLEDGES** that by their voluntary participation in any event, they consent to having their bag(s) checked at the entrances to 101 Week Events by authorized UOSU personnel or volunteers. The Participant further consents, by their voluntary participation in any event, to having their bag(s) checked upon the demand of the 101 Week Crew of the UOSU, Safety Ambassadors and the guides of the Recognized Student Governments of the UOSU during any event.

**THE PARTICIPANT FURTHER EXPRESSLY AGREES AND ACKNOWLEDGES** that any item found during the bag check, which is considered to be a violation or potential violation of any applicable laws, the 101 Week Code, or regulations established by the University of Ottawa or by the establishment in which the 101 Week event is taking place, will result in denied entry, removal from the event, and/or confiscation of items (in accordance with applicable law) from the 101 Week Participant. Any violation may result in the Participant being excluded from participation in any further 101 Week events.

The Participant has the right to refuse a bag check, which will result in denied entry or exclusion from the event with the result that the Participant is no longer permitted to participate in 101 Week.

<b>THE PARTICIPANT'S agreement to be bound by the Bag Checks Policy is demonstrated by executing the above Signature Page.</b>
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**(c) INSURANCE AND MEDICAL DISCLAIMER**

**THE PARTICIPANT ACKNOWLEDGES AND AGREES** that the University of Ottawa Students' Union (UOSU) does not provide medical or liability insurance for any incidents or accidents that may occur as a result of the Participant's involvement in any 101 Week events or related activities. The Participant understands that obtaining any insurance coverage is solely their responsibility, and they must make all necessary arrangements independently.

**THE PARTICIPANT HEREBY CERTIFIES** that they do not suffer from any conditions which may endanger the safety of the Participant or anyone else, by their participation in any of the 101 Week events or related activities.

<b>THE PARTICIPANT'S agreement to be bound by the Insurance and Medical Disclaimer is demonstrated by executing the above Signature Page.</b>
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**(d) MISCELLANEOUS**

**THE PARTICIPANT HEREBY AGREES AND AWKNOWLEDGES** that pictures and videos may be taken during the activities of 101 Week by the UOSU, by the Recognized Student Governments of the UOSU, any associated or related entities, their directors, officers, employees, heirs, agents, representatives, participants promoters, etc., sanctioning organization or any subdivision thereof, owners and lessees of the premises used to conduct said event; and that such pictures and videos are deemed to be the exclusive property of the UOSU and (or) the Recognized Student Governments of the UOSU.

**THE PARTICIPANT HEREBY AGREES** that this agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

<p><b>THE PARTICIPANT'S agreement to be bound by the Miscellaneous conditions herein is demonstrated by executing the above Signature Page.</b></p>
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### (e) WAIVER, RELEASE, AND INDEMNITY FOR 101 WEEK

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ IT CAREFULLY. IF YOU DO NOT WISH TO WAIVE YOUR LEGAL RIGHTS, DO NOT SIGN THIS DOCUMENT AND DO NOT PARTICIPATE IN THESE ACTIVITIES.**

IN ORDER TO PARTICIPATE IN ANY PART OF 101 WEEK, YOU (AND IF YOU ARE UNDER EIGHTEEN (18) YEARS OLD, YOUR PARENT/LEGAL GUARDIAN) ARE REQUIRED TO AGREE TO THIS WAIVER, RELEASE AND INDEMNITY, WHICH INCLUDES WAIVING **YOUR RIGHTS TO SUE**.

**IF YOU ARE UNDER 18 YEARS OLD, YOU AND YOUR PARENT/LEGAL GUARDIAN ARE BOTH REQUIRED TO AGREE TO AND EXECUTE THIS WAIVER, RELEASE, AND INDEMNITY.**

#### **BY SIGNING THIS WAIVER, RELEASE AND INDEMNITY:**

- YOU AGREE AND ACKNOWLEDGE that by participating in 101 WEEK, you will be exposed to various risks/hazards including unforeseen risks/hazards, that could result in physical or emotional injury, death, or damage to property, yourself and/or damage to third parties;
- YOU UNDERSTAND AND AGREE THAT THE UNIVERSITY OF OTTAWA STUDENTS' UNION ("UOSU"), any associated club, any recognized student government, and/or any associated entities cannot eliminate all risks or fully warn you concerning all risks/hazards associated with this activity;
- YOU UNDERSTAND AND AGREE that your participation in this activity is purely voluntary;
- BY ELECTING TO PARTICIPATE, YOU VOLUNTARILY AND FREELY choose to accept and assume any and all risks/hazards including physical or emotional injury, death, or damage to property, yourself and/or damage to third parties;
- YOU HEREBY VOLUNTARILY WAIVE, RELEASE, FOREVER DISCHARGE, and AGREE TO INDEMNIFY AND HOLD HARMLESS the UOSU and/or any associated or related entities (including, but not limited to, clubs and recognized student governments) as well as their directors, officers, employees, heirs, agents, representatives, participants, promoters, sanctioning organization, owners and lessees of the premises used to conduct the activity (collectively referred to as the "Releasees") for any and all claims, demands, or causes of action that you have or may have in the future, in relation to or connected with your participation in any 101 week event or activity.
- YOU HEREBY VOLUNTARILY WAIVE, RELEASE, FOREVER DISCHARGE, and AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees from any and all liability **of any kind**, known or unknown, in relation to or connected with your participation in this activity **DUE TO ANY CAUSE WHATSOEVER** INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ANY TORT, BREACH OF CONTRACT, AND THE BREACH OF ANY STATUTE, INCLUDING BUT NOT LIMITED TO *THE OCCUPIER'S LIABILITY ACT*, and for any and all liability including loss or damage on the account of injury to person (including death) or damage to property.
- YOU UNDERSTAND AND AGREE this includes a waiver, release and indemnity for **any and all liability** to YOU, your next of kin, your family, and/or any minor persons for whom you are responsible, or any third party resulting from this activity.

- YOU ALSO UNDERSTAND AND AGREE THAT IF YOU ARE SUED FOR ANY ACT OR OMISSION RELATED TO OR CONNECTED WITH THIS ACTIVITY, THIS AGREEMENT **DISENTITLES YOU FROM COMMENCING ANY ACTION OR SEEKING ANY FORM OF DEFENCE OR INDEMNITY FROM THE RELEASEES, FOR ANY REASON.**
- YOU AGREE AND UNDERSTAND that the UOSU does not provide any medical or liability insurance whatsoever, for any incident or accident which may arise as a result of your participation in this event. If you want insurance of any kind, it is **YOUR SOLE RESPONSIBILITY TO MAKE YOUR OWN ARRANGEMENTS.**
- YOU CERTIFY that you do not suffer from any conditions which may endanger your safety or the safety of anyone else, by your participation in this activity.

**YOU HAVE READ THIS WAIVER OF LIABILITY AND INDEMNITY AGREEMENT prior to signing it. YOU understand and accept its terms. YOU acknowledge that in signing it you are waiving legal rights which you or your heirs, next of kin, executors, administrators and assigns may have against the Releasees.**

YOU EXPRESSLY AGREE AND UNDERSTAND that this waiver, release and indemnity agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and is intended to **be as broad and inclusive as is permitted by law in the Province of Ontario** and if any portion thereof is held invalid it is agreed that the balance shall continue in full force and effect.

#### **LEGAL GUARDIAN/PARENT:**

By signing below, the parent/legal guardian warrants that they UNDERSTAND AND AGREE that they are also required to assume all liability because they are legally responsible for the Minor Participant. By signing below, the parent/legal guardian, hereby agrees to defend and indemnify the Releasees from any and all claims arising from the Minor Participant's participation in this activity, **including any claims made by the Minor Participant**, any party covered by the *Family Law Act*, and any third party.

<p><b>THE PARTICIPANT'S agreement to be bound by the Waiver, Release, and Indemnity is demonstrated by executing the above Signature Page.</b></p>
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