

**COVID-19 RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND  
ASSUMPTION OF RISKS  
(hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION  
READ CAREFULLY**

**INITIAL**

<b>Name</b>	<b>Last</b>		<b>First</b>	
<b>Address</b>	<b>Street</b>		<b>Town</b>	<b>Prov</b>
	<b>Country</b>	<b>Postal Code</b>	<b>Age</b>	<b>Date of Birth:</b>

**TO: THE BOARD OF GOVERNORS of ST. FRANCIS XAVIER UNIVERSITY** and its officers, directors, agents, employees, former employees, staff, representatives, contractors, subsidiaries, successors and assigns, and all related and affiliated corporations, and their officers, directors, agents, employees, successors (all of whom are hereinafter collectively referred to as the "Releasee").

**1. DEFINITIONS**

“**StFX Activities**” shall include all activities, events, and services provided, arranged, organized, conducted, sponsored or authorized by the Releasee whether on or off campus and shall include but is not limited to: teaching and research whether in a classroom or otherwise, accommodation, food services, recreational activities, transportation, ancillary services, and sporting events.

“**StFX**” shall include all locations on campus as well as all locations off campus where StFX Activities occur.

“**COVID-19 Risks**” shall include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may have COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals and objects; and (3) expenses, injuries, illness and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof.

**2. DESCRIPTION AND ASSUMPTION OF RISKS**

- I am aware that my attendance at StFX and participating in StFX Activities involves risk, dangers and hazards relating to COVID-19. I understand that while the Releasee has undertaken reasonable steps to reduce the risk of transmission of COVID-19 at StFX and during StFX Activities, the Releasee is not guaranteeing I will not contract COVID-19. I understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the COVID-19

virus may result in significant personal injury, illness and death. I am fully aware that my presence at StFX and my participation in StFX Activities carries with it COVID-19 Risks that cannot be eliminated regardless of the care taken to avoid such risks. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, illness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered to be COVID-19 Risks.

- I am aware that the COVID-19 Risks at StFX and during StFX Activities are higher than in other locations or activities due to students travelling from many areas to StFX, the density of the student population living and interacting in close proximity and other factors, both known and unknown.
- I understand that I may be infected by COVID-19 as the result of negligence on the part of the Releasee or other persons, including other students and visitors. **I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM COVID-19 RISKS WHILE I AM AT STFX OR PARTICIPATING IN STFX ACTIVITIES.**
- I am aware of the Covid-19 Risks at StFX and the COVID-19 Risks that result from participating in StFX Activities and I freely accept and fully assume all such COVID-19 Risks and the possibility of loss, personal injury, illness, death, damage, and expense resulting therefrom.

### 3. RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of the Releasee allowing me to attend StFX and to participate in StFX Activities, I hereby agree **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against THE RELEASEE and TO RELEASE THE RELEASEE from any and all liability for any loss, damage, illness, sickness, expense or injury including death that I may suffer or that my next of kin may suffer as a result of COVID-19 Risks at StFX or COVID-19 Risks from participating in StFX Activities or both, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE COVID-19 RISKS REFERRED TO ABOVE.**

### 4. GENERAL

- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
- This Release Agreement shall be governed by the laws of Nova Scotia and any litigation involving the parties to this Release Agreement shall be brought solely within the jurisdiction of Nova Scotia and shall be within the exclusive jurisdiction of the Courts of the Province of Nova Scotia.
- I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasee with respect to the safety of participating in StFX Activities or being at StFX, other than what is set forth in this Release Agreement.
- I have had an opportunity to review this Release Agreement with advisors of my choosing including legal counsel.
- This Agreement may be executed, made and delivered electronically.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEE.**

**Dated** this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
 Signature of Student or

Signature of Parent/Guardian if Student is under 19

Please print name:  
\_\_\_\_\_

Please print name:  
\_\_\_\_\_