

Stonybrook Middle School Event Consent Form

Teacher: Mr. Al Thiessen

Event Date: Thursday, January 30th, 2020

Event Transportation: School Bus

Event Cost: Cost dependent on Activity chosen

Information:

All students will be registering for an Activity as outlined in the SMS Winter Activity Day Information letter.

GENERAL CONSENT FORM FOR EVENT

1. I acknowledge my right to obtain as much information as I require about this program or activity and associated risks and hazards, including information beyond that provided to me by the school or board.
2. I freely and voluntarily assume the risks/hazards inherent in the program/activity and understand and acknowledge that my child may suffer personal and potentially serious injury due to an unforeseeable event associated with his/her participation.
3. My child has been informed that he/she is to abide by the rules and regulations, including directions and instructions from the school's and/or service provider's administrators, instructors, and supervisors over all phases of the program/activity.
4. In the event my child fails to abide by these rules and regulations, disciplinary action may require his/her exclusion from further participation, or that I be contacted to have him/her picked up, unless I have specified other transportation arrangements.
5. I acknowledge that it is my responsibility to advise the board of any medical and/or health concerns of my child which may affect his/her participation in the stated program or activity.
6. I consent that the board, through its employees, agents and officers may secure such medical advice and services as they deem necessary for my child's health and safety, and that I shall be financially responsible for such advice and services.

Acknowledgement: I HAVE READ THE ABOVE. I UNDERSTAND THAT IN PARTICIPATING IN THE ACTIVITY DESCRIBED ABOVE, I, _____ (print name), AM ASSUMING THE RISKS ASSOCIATED WITH DOING SO AND AGREE THAT MY CHILD HAS MY PERMISSION TO PARTICIPATE IN THIS EVENT/ACTIVITY.

Dated: _____ Permission Granted: Yes No

Full Student Name: _____

Signed Parent/Guardian: _____

Form to be kept on file at the school for 7 years.



Agreement of Liability and Waiver Agreement- Activate Winnipeg

This Agreement is accepted in favour of Activate Games Inc. (hereinafter "Activate") for myself and I hereby agree to the following:

1. I understand that the games at Activate are active and vigorous in nature and consequently involve significant risks of injury. I, therefore, understand and agree to accept the risks associated with the games at Activate including the **possibility of physical or emotional injury, paralysis, death and property damage**. More specifically, the games at Activate include the risk of **cuts and bruises, muscle and joint sprains and strains, broken bones, concussions, equipment failure and participants falling or landing on each other**. I understand that this applies to all games, activities and equipment within the Activate facility. I understand that such risks have not been eliminated since that would jeopardize the essential qualities of the games. **I VOLUNTARILY ACCEPT AND ASSUME ALL OF THE RISKS ASSOCIATED WITH THE GAMES, ACTIVITIES AND EQUIPMENT AT ACTIVATE AND BEING IN THE ACTIVATE FACILITY AND CHOOSE TO PARTICIPATE DESPITE THESE RISKS.**
2. I understand Activate **contains strobe lights, lasers, fog machines, darkness and/or small spaces** and, therefore, may not be suitable for people who are pregnant, suffer from heart conditions, hypertension, claustrophobia, epilepsy or any other conditions. I agree my decision to participate in spite of this recommendation is my sole responsibility.
3. I agree all game details of Activate are protected by Intellectual Property Laws. No use, copy, distribution, public display or creation of any game details or other information or derivative work is permitted.
4. I agree all personal belongings such as cell phones, keys, tablets, laptops, bags, lighters, books, pens, recording devices (this list is not exhaustive) will not be brought into the gaming area. Lockers will be provided for personal belongings but I understand Activate and its employees are not responsible for the loss or damage of any personal belongings stemming from the use of these lockers.
5. I agree Activate has the right to terminate the game and remove a participant from the Activate facility without refund at any time if, in the sole discretion of Activate, it is felt that a participant is being unsafe, are under the influence of alcohol or drugs, are causing damage to the Activate facility and/or are not following Activate rules.
6. I agree not to discriminate against, harass, bully, show disrespect or violence towards anyone else in the Activate facility including other customers and employees of Activate and that doing so will result in the termination of my game and my removal from the Activate facility without refund.
7. I agree to receive emails from Activate including group photos from the photo booth, updates and offers, notification of special events, special promotions, and other exclusive offers.

- 8.** I hereby release and forever discharge and hold harmless Activate, its employees, owners, officers and directors from any and all claims, demands, actions or causes of action arising out of or in consequence of any loss, injury, damage or inconvenience to person or property incurred while attending the Activate facility or participating in the games notwithstanding any such loss, injury, damage or inconvenience may have arisen by reason of their negligence or gross negligence.
- 9.** I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the Province of Manitoba, and that this Agreement shall be governed by and be interpreted in accordance with the laws of the Province of Manitoba. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such a clause or provision shall not otherwise affect the remaining provisions of this Agreement that shall continue to be enforceable.
- 10.** I confirm that I have read and have had sufficient opportunity to read this entire Agreement, have understood the terms of this Agreement, and **AGREE TO BE BOUND** by the terms of this Agreement.