



PHYSICAL ACTIVITY PARTICIPATION WAIVER
Revved Up @ Home Program

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

TO: THE TRUSTEES OF QUEEN'S UNIVERSITY AND THE SCHOOL OF
KINESIOLOGY & HEALTH STUDIES

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

ASSUMPTION OF RISK

I am aware that participating in the activity of: **The Revved Up @ Home Program** has many inherent risks, including but not limited to:

PLEASE SEE ATTACHED APPENDIX "A".

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting there from.

TELEHEALTH CONSENT AND PRIVACY

I am aware that participating in the online activity of: **The Revved Up @ Home Program** has many inherent risks that may or may not relate to personal information privacy, which include but are not limited to:

PLEASE SEE ATTACHED APPENDIX "B".

I acknowledge that I have read and fully understand the risks, limitations, conditions of use, and instructions for use of the selected electronic communications as described above. I understand and accept the risks outlined above to this consent form, associated with the use of the electronic communications with **Revved Up** and/or **Revved Up @ Home** and its staff, volunteers, and other associated members. I consent to the conditions and will follow the instructions outlined above, as well as any other conditions that **Revved Up @ Home** may impose regarding electronic communications with me. I acknowledge and agree to communicate with **Revved Up** and/or **Revved Up @ Home** using these electronic communications with a full understanding of the risks in doing so. I confirm that any questions that I had regarding the provision of healthcare services through electronic communications have been answered by **Revved Up** and/or **Revved Up @ Home**.


If I no longer consents to the use of electronic communications by **Revved Up** and **Revved Up @ Home**, then I will provide notice of the withdrawal of consent by email or other written communication.

_____ (initial here that you have read Page 1)
CONTINUED ON PAGE 2.....

.....CONTINUED FROM PAGE 1

I am aware that any time while I am participating in either a one-on-one training session or a group class, and in the time immediately preceding and/or following a session or class, while camera or microphone-based technology are streaming from my location, said sessions, classes, and times immediately preceding and following, **Revved Up @ Home** will be recording any information present on their screen, which may encompass information from your personal streaming. This recording will be used to create a video library for members through The Special Olympics G Suite on Google Drive, as well as for quality-assurance purpose on onQ.

I freely accept and fully assume all risks, as detailed under the Telehealth Consent and Privacy section above.

 (initial here that you have read the Telehealth Consent and Privacy section)


GROUP CLASSES

I am aware that if I choose to partake in online group-based fitness classes, lessons, workshops, or other events offered by **Revved Up @ Home**, there are many inherent risks related to group-based setting, wherein any information captured by video-camera and microphone technology can be transmitted or recorded by other members of said videoconference. I freely accept all of the privacy risks inherent to taking group-based fitness classes online.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Trustees of Queen's University and the School of Kinesiology & Health Studies allowing my participation in the activity of **Revved Up @ Home**, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Trustees of Queen's University, and the School of Kinesiology & Health Studies and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the activity of **Revved Up @ Home** 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 ALLOWED UNDER THE OCCUPIERS' LIABILITY ACT, RSA 1980 c. 0-3 AS AMENDED ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the activity of **Revved Up @ Home**; and
4. This 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.

 (initial here that you have read page 2)
CONTINUED ON PAGE 3.....

.....CONTINUED FROM PAGE 2

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

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

Signed this _____ day of _____, 20_____

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

SIGNATURE OF PARENT OR GUARDIAN IF
PARTICIPANT IS UNDER 18 YEARS

PLEASE PRINT PARENT/GUARDIAN NAME CLEARLY

This agreement must be completed in full, signed, dated, witnessed and both page 1, page 2 "Telehealth Consent and Privacy" section, and page 2 must be initialed before the participant may participate in the activity.

APPENDIX A

Revved Up @ Home

Environment Factors

- EQUIPMENT: Any manner of injury resulting from use, misuse, non-use and failure of any equipment.
- OTHER HAZARDS: Rock fall, flood, deadfall, motor vehicle accidents, vandalism or theft of property.

INDOOR AND OUTDOOR PHYSICAL ACTIVITY

- All manner of injury arising from falling and impacting against the floor surface, walls, apparatus/equipment or the ground; incidental and intentional body contact with other participants, referees, or equipment; abrasions or bruises resulting from impact with other participants or equipment; an increased load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances, may result in a heart attack; potential for bone and muscular skeletal injury, such as sprains and strains, episodes of light headedness, fainting, chest discomfort, leg cramps and nausea.
- Any manner of injury resulting from use, misuse, non-use and failure of any equipment.
- All manner of injury as a result of failure to participate safely or within one's own ability.
- Loss or damage to personal property.

APPENDIX B

Revved Up

Electronic Communication Risks

While **Revved Up** (hereafter referred to as "the Service Provider") will use reasonable means to protect the security and confidentiality of information sent and received using electronic communications, because of the risks outlined below, the Service Provider cannot guarantee the security and confidentiality of electronic communications:

- Use of electronic communications to discuss sensitive information can increase the risk of such information being disclosed to third parties.
- Despite reasonable efforts to protect the privacy and security of electronic communication, it is not possible to completely secure the information.
- Employers and online services may have a legal right to inspect and keep electronic communications that pass through their system.
- Electronic communications can be forwarded, intercepted, circulated, stored, or even changed without the knowledge or permission of the Service Provider or the participant.
- Videoconferencing using no cost, publicly available services may be more open to interception than other forms of videoconferencing.
- Email, text messages, and instant messages can more easily be misdirected, resulting in increased risk of being received by unintended and unknown recipients.
- While the Service Provider will endeavor to review electronic communications in a timely manner, the Service Provider cannot provide a timeline as to when communications will be reviewed and responded to. Electronic communications will not and should be used for medical emergencies or other time-sensitive matters.
- The Service Provider may forward electronic communications to staff and those involved in the delivery and administration of your care. The Service Provider will not forward electronic communications to third parties, including family members, without your prior written consent, except as authorized or required by law.

- The Service Provider is not responsible for information loss due to technical failures associated with your software or internet service provider.
- Videoconferencing services may transmit or record any information within the scope of camera or microphone technology, including information that the participant may wish remains private. This information might be observed, saved, stored, or otherwise captured by said videoconferencing services, its users, or others.