



OLD OTTAWA SOUTH COMMUNITY ASSOCIATION  
(OSCA)

After 4 Program  
Declaration of Health (Participant)

**Participant information (please print):**

Name (First & Last): \_\_\_\_\_

Date of Birth (dd/mm/yyyy): \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Parent / Guardian confirming Health Declaration: \_\_\_\_\_

**After 4 Program Pre-Screening:**

Does the participant, or any member of your household have 1 or more of the following COVID-19 symptoms?  
\_\_\_yes \_\_\_no .

If yes, please circle all that apply:

- cough (new or persistent)
- difficulty breathing
- fever
- muscle aches
- dizziness, weakness or fainting
- headaches
- chills
- loss of taste or smell
- sore throat
- running nose
- difficulty swallowing
- diarrhoea
- disorientation, confusion
- sleeping more than usual
- nausea, vomiting

If you answered yes to any of the above, the participant can only attend OSCA After 4 Program once the affected person has received a negative COVID-19 test result and has been symptom-free for 24 hours.

**Inflammatory conditions:**

Does the participant have 1 or more symptoms of inflammatory disorder? \_\_\_yes \_\_\_no

If yes, please circle all that apply:

- rash
- prolonged fever
- red eyes
- abnormal swelling in the hands or feet that needs medical attention

If symptoms of inflammatory disorder are present, a doctor's note is required. A COVID-19 test is not required unless recommended by a physician.

**Undertakings:**

1) **Initial** \_\_\_\_\_ Parent/Guardian undertakes that if the participant travelled outside of Canada within the previous 14 days, they will not attend After 4 Program until expiry of their Ontario government prescribed quarantine period

2) **Initial** \_\_\_\_\_ Parent/Guardian undertakes that if the participant has been in close contact with a confirmed or suspected COVID-19 case, the participant will not attend After 4 Program until the participant has tested negative for COVID-19.

- 3) **Initial**\_\_\_\_\_ Parent/Guardian undertakes that if the participant has had close contact with a person with acute respiratory illness in the last 14 days, they will not attend After 4 Program until the participant has tested negative for COVID-19.
- 4) **Initial**\_\_\_\_\_ Parent/Guardian undertakes that if the participant is ill or presenting symptoms of illness causing increased respiratory activity (eg sneezing, coughing, vomiting, etc) the participant will not attend After 4 Program until the participant has been symptom free for 48 hours or a doctor's note is provided.
- 5) **Initial**\_\_\_\_\_ Parent/Guardian undertakes to complete and submit a Daily Health Screening form before commencement of After 4 Program each day.
- 6) **Initial**\_\_\_\_\_ Parent/Guardian undertakes they will promptly report to OSCA any participant absences or proposed absences from After 4 Program. Furthermore, Parent/Guardian undertakes to complete and submit the online Daily Health Screening form before commencement of After 4 Program regardless of whether the participant is absent from the After 4 Program on any given day.
- 7) **Initial**\_\_\_\_\_ Parent/Guardian undertakes to pick up the participant within one hour of being notified that the participant has become ill during After 4 Program with any COVID-19 like symptoms, and promptly take the participant to be tested for COVID-19. The participant can return to After 4 Program upon receiving a negative test result and being symptom-free for 24 hours.
- 8) **Initial**\_\_\_\_\_ Parent/Guardian undertakes that a legal guardian will be present when dropping the participant off on the first day of After 4 Program.
- 9) **Initial**\_\_\_\_\_ Parent/Guardian undertakes to read all materials provided to them relating to After 4 Program including, but not limited to, OSCA's Parent Handbook, all forms, welcome letter, and schedules and be familiar with their contents.
- 10) **Initial**\_\_\_\_\_ Parent/Guardian undertakes that any changes to their contact information or those they have listed as emergency contacts must be updated on their Amilia profile immediately.
- 11) **Initial**\_\_\_\_\_ Parent/Guardian agrees that while in After 4 Program the participant must adhere to the Covid-19 protocols, including those for wearing a mask and for maintaining physical distances, as instructed by staff. This also applies to participants residing within the same household or in the same "social bubble".
- 12) **Initial**\_\_\_\_\_ Parent/Guardian understands that all drop-off and pick-up areas will be located outdoors and that visitors, including families of After 4 Program participants, are not permitted into the After 4 Program & facility.
- 13) **Initial**\_\_\_\_\_ Parent/Guardian acknowledges that they and their participant children must adhere to Ottawa Public Health's physical distancing rules, personal hygiene rules, participant declaration of health rules and OSCA's behaviour guidelines outlined in the OSCA Parent Handbook to ensure the safety of all participants and staff. Failure to adhere to these rules may result in the removal of the participant from the After 4 Program. In such instances, the parent/guardian undertakes to pick up the participant within one hour of notification.



## OSCA AFTER 4 PROGRAM WAIVER AND INDEMNITY AGREEMENT

This Agreement is a registration requirement of Old Ottawa South Community Association, and must be completed by the parent/legal guardian of each participant sought to be registered in the After 4 Program (“the Program”).

**BY SIGNING THIS AGREEMENT, YOU ARE ACCEPTING RISKS AND AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ THIS AGREEMENT CAREFULLY.**

**TO: Old Ottawa South Community Association [hereinafter “OSCA”]**

I am the parent/legal guardian having full legal responsibility for the decisions regarding my minor child(ren)/ward(s) named below (herein collectively, if more than one, referred to as “the Participant”):

[Print participant’s name]

[Print participant’s name]

[Print participant’s name]

I am executing this Agreement on behalf of the Participant, and all of our heirs, next of kin, executors, administrators, assigns, and representatives. I understand that this Agreement shall be effective and binding upon our heirs, next of kin, executors, administrators, assigns and representatives, in the event of either of my and/or the Participant’s incapacity or death.

Initial \_\_\_\_\_

### AFTER 4 PROGRAM – WHAT IS INVOLVED

I understand that the Participant has been offered an opportunity to participate in the Program operated by OSCA. Participation in the Program involves activities and use of properties / facilities / equipment (the “Facilities”) operated by OSCA.

Initial \_\_\_\_\_

### ASSUMPTION OF RISKS

I understand that participation in the Program involves a number of risks which may result in minor or serious illness, bodily injury or death, impairment of regular activities of daily living, and personal loss, to the Participant, to myself, and to our next of kin. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, equipment, vehicular traffic, lack of hydration, and acts or omissions of other people including, but not limited to, any participants, parents/guardians, staff, volunteers and spectators. **Without limiting the generality of the foregoing, and despite OSCA’s screening efforts and operational protocols to detect / prevent Covid-19 infections by following procedures recommended by public health authorities, I acknowledge that the Covid-19 pandemic gives rise to some level of unavoidable risk of infection. I assume the risk that the Participant may be exposed to or infected with COVID-19 by participating in the Program which in turn may be transmitted to myself and others.**

Acknowledging the risks involved, on my own behalf and on behalf of the Participant and our next of kin, I agree to the Participant participating in the Program, I also freely accept and fully assume, on behalf of the Participant, myself, and our next of kin, all inherent risks, dangers and hazards, and the possibility of infection, personal injury, death, property damage or loss resulting therefrom, including without limitation, any illness, injury, death, damage or loss to the Participant, to me and to our next of kin that may arise from any act or omission on the part of OSCA or anyone for whom OSCA is at law responsible, or from dangerous or defective equipment or property owned, maintained or controlled by said persons.

Initial \_\_\_\_\_



**RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT**

In exchange for OSCA allowing the Participant to use the Facilities and to participate in the Program, I AGREE AS FOLLOWS:

- 1. **TO WAIVE ANY AND ALL CLAIMS that I or the Participant have or may in the future** have against OSCA for any illness, injury or damages suffered in relation to the Program, except if caused by OSCA's gross negligence or intentional conduct.
- 2. **TO RELEASE OSCA from any and all liability** for any losses, damages, expenses, illness or injuries, including the death of the Participant, that I, the Participant, or our next of kin may suffer as a result of the Participant's use of the Facilities or participation in the Program, due to any cause whatsoever, except if caused by OSCA's gross negligence or intentional conduct.
- 3. **TO HOLD HARMLESS AND INDEMNIFY OSCA from any and all liability** for any illness, injury or damages to any third party, resulting from the Participant's use of the Facilities or participation in the Program.
- 4. All references in this agreement to OSCA include its officers, directors, employees, agents and representatives and those for whom it is at law responsible. In giving up these rights against OSCA, I am also giving them up against OSCA's officers, directors, employees, agents and representatives and those for whom it is at law responsible.
- 5. In entering into this Agreement, I am not relying on any oral or written representations or statements made by OSCA with respect to the safety of the use of the Facilities or the Participant's participation in the Program or any related activities.
- 6. **This Agreement shall be effective and binding** upon my, and the Participant's heirs, next of kin, executors, administrators, assigns and representatives in the event of my, or the Participant's incapacity or death.
- 7. To my knowledge, the Participant does not have a contagious illness and is in proper physical condition to participate in the Program and its related activities. If there is any change in the health of the Participant before the Program begins or at any time during its duration, I will notify OSCA immediately.
- 8. **This Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law, namely the law of Ontario. If anything in this Agreement is found by a Court to be unenforceable, then the Agreement will be modified to reflect the parties' intention, and the remainder of the Agreement will remain in full force and effect.**

I HAVE READ THIS AGREEMENT AND HAVE HAD THE FULL OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE EXECUTION OF THIS AGREEMENT. I CERTIFY THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Legal Guardian

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

\_\_\_\_\_  
Print name of Parent/Legal Guardian

\_\_\_\_\_  
Print name of Witness

\_\_\_\_\_  
Print name of Minor Child(ren)/Ward(s)

OFFICE USE ONLY (Completed by OSCA staff)

Staff Name: \_\_\_\_\_ Date: \_\_\_\_\_