



## The Holy Spirit Roman Catholic Separate School Division

### ***Informed Consent Form Henderson Outdoor Pool Field Trip***

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT (to be executed by parents / guardians of Individual (Child) who is under the age of majority)

By signing this document, you will assume certain risks and responsibilities, please read carefully.

School Name: Father Leonard Van Tighem School

Location: Henderson Outdoor Pool Start/Departure Time: 9:30 a.m.

Grade/Class: FLVT grade 1-6 students End/Return Time: 12:30 p.m.

Teacher/Supervisor in Charge: Mrs. Collier, Mr. Templin, Miss Evans, Mrs. Jetten, Mrs. Jans, Mrs. Koshuta, Mrs. Alvarez, Mrs. Boutland, Mrs. Clewes, Mrs. Roth, Mrs. Smith, Mrs. Lawrence, Mr. Weitz, Mrs. Campmans, Mr. Leger

**Date: Tuesday, June 25<sup>th</sup>, 2024**

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As an Individual participating in programs, classes, and events sponsored or organized by The Holy Spirit Roman Catholic Separate School Division and its schools (collectively the "School Division"), the activities can include but are not limited to: Henderson Pool Swimming Field Trip (collectively the "Activities"), the undersigned, being the Individual and Individual's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this agreement.
2. I am the Parent / Guardian of the Individual and have full legal responsibility for the decisions of the Individual.

### **Description of Risks**

3. The Individual is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards that they may be exposed to, which include, but are not limited to:
  - A. Contracting COVID-19 or any other contagious disease;
  - B. Extreme weather conditions;
  - C. Travel to and from events which are an integral part of the Activities.
  - D. Negligence of other persons, including other spectators, Individuals, or employees;
  - E. Privacy breaches, hacking, technology malfunction or damage of the information collected;

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### **Activity 1 – Swimming (Lifeguard)**

#### Activity

Swimming (Lifeguard) activities can include but are not limited to: being in and around a lifeguard supervised body of water, swimming, events, games, practices, training, personal training, dry land training, the use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientations or instructional sessions or lessons, and aerobic and anaerobic conditioning programs (collectively the “Activities”).

#### Description of Risks

- A. Drowning due to swimming abilities, cramps, loss of consciousness, and/or loss of energy;
- B. Executing strenuous and demanding physical techniques;
- C. Slips or falls due to uneven, slippery or irregular surfaces, including on the pool deck, in dressing rooms or other facilities or rooms at an aquatic venue and at any physical facilities in and around open Water venues;
- D. Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- E. Exerting and stretching various muscle groups;
- F. The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- G. Spinal cord injuries which may render the Individual permanently paralyzed;
- H. Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Individual's body or to the Individual's general health and well-being;
- I. Abrasions, sprains, strains, fractures, or dislocations;
- J. Concussion or other head injuries, including but not limited to closed head injury or blunt head trauma;
- K. Physical contact with other Individuals, spectators, equipment, and hazards;
- L. Not wearing appropriate safety or protective equipment,
- M. Failure to act safely or within the Individual's ability or within designated areas;
- N. Contact with pool deck, diving boards, pool walls, and all other surfaces may lead to bacterial infections and rashes;
- O. Collisions with pool walls, ladders, other swimmers, stands, and all sporting equipment;

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### **Activity 2 – Water slide/Water Park at Henderson Pool**

#### **Water Slide/Water Park**

##### Activity

The Water Park/Slide activities can include but are not limited to: swimming in various depths of water, walking around pools, going down water slides leading into pools of various depths, climbing stairs, events, games, practices, training, competitions, personal training, and aerobic and anaerobic conditioning programs (collectively the “Activities”).

##### Description of Risks

- A. Drowning due to swimming abilities, cramps, loss of consciousness, and/or loss of energy;
- B. Performing manoeuvres on water-based rides while moving at fast speeds;
- C. Executing strenuous and demanding physical techniques;
- D. Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- E. Exerting and stretching various muscle groups;
- F. The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- G. Spinal cord injuries which may render the Individual permanently paralyzed;
- H. Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Individual's body or to the Individual's general health and well-being;
- I. Abrasions, sprains, strains, fractures, or dislocations;
- J. Concussion or other head injuries, including but not limited to closed head injury or blunt head trauma;
- K. Physical contact with other Individuals, spectators, equipment, and hazards;
- L. Not wearing appropriate safety or protective equipment,
- M. Failure to act safely or within the Individual's ability or within designated areas;
- N. Contact with pool decks, diving boards, pool walls, slides, stairs, and all other surfaces may lead to bacterial infections and rashes;
- O. Collisions with fences, walls, stairs, poles, stands, and equipment;
- P. Negligence of other persons, including other spectators, Individuals, or employees;
- Q. Slips or falls due to uneven, slippery or irregular surfaces, including on the pool deck, stairs, in dressing rooms or other facilities or rooms at an aquatic venue and at any physical facilities in and around open Water venues;
- R. Insect bites and reactions.

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4. The Parties understand and acknowledge that:

- A. The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, and in rare occurrences, permanent disability, paralysis and loss of life;
- B. The School Division has a difficult task to ensure safety and it is not infallible. The School Division may be unaware of the Individual's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction;

5. In consideration of the School Division allowing the Individual to participate in the Activities, the Parties agree:

- A. That the Individual's mental and physical condition is appropriate to participate in the Activities;
- B. That when the Individual practices or trains, the Parties are responsible for the Individual's surroundings and the location and equipment that is selected for the Individual;
- C. To comply with the rules and regulations for participation in the Activities including the Safety Guidelines for Physical Activity in Alberta Schools as enforced by the RESPONSIBLE PERSON in their club / team / cohort;
- D. To a rescheduling of the Activities, should unforeseen circumstances affect the viability of these Activities;
- E. To comply with the rules of the facility or equipment;
- F. That if the Individual observes an unusual significant hazard or risk, the Individual will remove themselves from participation and bring such to the attention of a School Division representative immediately;
- G. The risks associated with the Activities are increased when the Individual's abilities are compromised, for any reason, including, but not limited to fatigue, muscle strain, compromised vision, minor injury and the Individual agrees not to participate if impaired in any way;
- H. That it is the Individual's sole responsibility to assess whether any Activities are too difficult for the Individual. By the Individual commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
- I. That the Parties acknowledge that they have considered and disclosed to the School Division all physical or mental health conditions, allergies, intolerances, and any other risks associated with these conditions, that could potentially affect the Individual's ability to safely participate in the Activities. Permission for the Individual to participate in the Activities is therefore based upon belief that the Individual does not have any intolerances, allergies, or health conditions that have not been disclosed, and could affect the Individual's ability to safely participate in the Activities.

6. In consideration of the School Division allowing the Individual to participate, the Parties agree:

- A. That the Parties are not relying on any oral or written statements made by the School Division or their agents, whether in a brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and
- B. That the School Division is not responsible or liable for any damage to the Individual's vehicle, property, or equipment that may occur as a result of the Activities

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### **General**

7. The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

### **Acknowledgement: (this will be collected online through Permission clicks)**

8. The Parties acknowledge that they have read this Agreement and understand it, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

*The information collected on this form is being collected pursuant to the Education Act (Student Record Regulation), the Freedom of Information and Protection of Privacy (FOIP) Act, and Section 23 of the Canadian Charter of Rights and Freedoms. Information acquired through this form is kept secure and access is restricted. If you have any questions regarding the collection or use of this information, please contact your school principal or The Holy Spirit Roman Catholic Separate School Division's FOIP Coordinator, 402-327-9555*