

THE GOVERNORS OF THE UNIVERSITY OF CALGARY FACILITY BOOKING TERMS AND CONDITIONS

The terms and conditions listed below apply to the use of the facility for which this Facility Booking Permit is issued by the client (the "Client").

The Governors of the University of Calgary ("UCalgary") requires appropriate activities and behaviour in its facilities and fields, and the Client is required to abide by these terms and conditions. In addition, rules, regulations, and special requirements as set out in the Facility Booking Permit (Conditions of Use and Additional Notes sections), also apply.

1. Changes to the Facility Booking Permit by UCalgary

- a) UCalgary reserves the right to cancel or amend the Facility Booking Permit in advance of the booking date should special circumstances arise. In these circumstances, a full credit or refund for the affected booking(s) will be made to the Client or alternate date(s) will be provided when possible.
- b) Where adverse weather conditions require field closures, refunds for cancelled or amended booking(s) will be processed automatically.

2. Client Conduct

- a) The Client is responsible for the actions of the persons who use the facility during the time of rental to the Client.
- b) The Client will pay reasonable costs to repair any damage to the facility caused by the actions of the Client or the persons who use the facility during the time of rental to the Client.
- c) The Client will take reasonable steps to ensure that no unauthorized persons enter the facility during the Client's time of rental.
- d) The Facility Booking Permit may be cancelled at any time if, in the opinion of UCalgary, the conduct of the Client and the persons using the facility during the time of rental to the Client is deemed unsatisfactory.
- e) UCalgary shall have the right to remove any person or to refuse to admit any person for any reason that in its discretion it thinks fit in relation to the use of the facility under the Facility Booking Permit.

3. Indemnity, Limitation of Liability and Insurance

The Client shall indemnify and hold harmless UCalgary, its affiliates and their respective governors, directors, officers, employees, contractors, subcontractors, and agents from and against all actions, causes of action, claims, demands, losses, liabilities, costs and expenses whatsoever, including, without limitation, legal costs on a solicitor and its own client basis, arising directly or indirectly from any default by the Client under this agreement and/or the acts and/or omissions of the Client, its subsidiaries, affiliates and their respective employees, agents, subcontractors, sub-clients, invitees, guests, patrons, assignees, licensees, or anyone for whom the Client may be liable at law in the performance of or failure to perform the Client's obligations herein.

UCalgary shall not be liable in any manner whatsoever for any damage or loss to any property of the Client, its subsidiaries, affiliates and their respective employees, agents, subcontractors, sub-clients, invitees, guests, patrons, assignees, licensees, or anyone for whom the Client may be liable at law in the performance of or failure to perform the Client's obligations herein, caused by or attributable to theft, fire, steam, water, weather, electrical wiring, or condition of the building or facility premises, nor for any damage or loss caused by anything done or omitted by any cause whatsoever, by UCalgary or by another client except to the extent provided by UCalgary's insurance policies.

- a) UCalgary shall not be liable or responsible in any way for any personal injury or harm that may be sustained by the Client, its subsidiaries, affiliates and their respective employees, agents, subcontractors, sub-clients, invitees, guests, patrons, assignees, licensees, or anyone for whom the Client may be liable at law in the performance of or failure to perform the Client's obligations herein, who may be in the building or in or on the facility premises or the common areas or sidewalks, parking areas, access roads or loading areas adjacent thereto.
- b) UCalgary shall not be liable to the Client, its subsidiaries, affiliates and their respective employees, agents, subcontractors, sub-clients, invitees, guests, patrons, assignees, licensees, or anyone for whom the Client may be liable at law in the performance of or failure to perform the Client's obligations herein, for any incidental, consequential or punitive damage, under any circumstances, including loss of profits and anticipated profits, arising from any cause whatsoever whether based upon breach of contract (fundamental or otherwise), tort, offences and quasi offences, strict liability, or any other theory of law.
- c) At its own expense and without limiting its liabilities herein, the Client must insure its operations under a contract of either Comprehensive or Commercial General Liability with insurers licensed in Canada in an amount of not less than \$2,000,000 per occurrence (annual general aggregate, if any, of not less than \$2,000,000) insuring against bodily injury, personal injury and property damage or loss. Any such policy or policies of insurance shall name The Governors of the University of Calgary and its affiliates and their respective governors, directors, officers, employees, contractors, subcontractors, and agents as additional insured to the extent of their interests herein.
- d) UCalgary reserves the right to request, at its option, to require the Client to produce a Certificate of Insurance evidencing the type and amount of coverage indicated above.
- e) If the Client fails to provide or maintain insurance as required by this agreement, UCalgary shall have the right to terminate the Booking Facility Permit.

4. Subcontracting

The Client may not subcontract all or any part of the booking without prior written consent of UCalgary, which consent may be unreasonably or arbitrarily withheld.

5. COVID-19

- a) The Alberta Government may declare a province-wide state of emergency to protect the health and safety of all Albertans and to reduce the spread of the novel coronavirus ("COVID-19"). UCalgary may put in place measures to reduce the spread of COVID-19,

however UCalgary cannot guarantee that any individual attending UCalgary's campus, using UCalgary's facilities, or participating in activities or events organized by UCalgary, whether on-campus or off-campus, will not become infected with COVID-19. Further, attending UCalgary campus and participating in activities or events organized UCalgary, could increase the risk of contracting COVID-19. As a result, UCalgary and the Client acknowledge that COVID-19 has resulted in uncertainty and risk around public events; therefore, this section on COVID-19 has been added to the agreement to address specific details about the booking set out in the Facility Booking Permit and how it will be conducted to reduce the likelihood of the spread of COVID-19 and the resulting impact that COVID-19 could have on participants in the booking.

- b) Government and Health Directives to be Followed:** Both UCalgary and the Client shall follow COVID-19 directives from Alberta Health Services, the Province of Alberta, the City of Calgary, and/or the Government of Canada as they pertain to the booking and the facility. This may result in the booking having to be cancelled or postponed to a later date or the Client having to follow further precautions related to COVID-19.
- c) UCalgary's Right to Cancel or Postpone:** UCalgary shall have the right, in its sole discretion, to determine whether to close a facility or decide if a booking can proceed based on current state of COVID-19.
- d) Cancellation of Booking:** In the event of cancellation, UCalgary will refund any deposit and other payments from the Client less non-cancellable costs incurred by UCalgary.
- e) Communication to Participants:** The Client shall communicate to its participants UCalgary's requirements for entry and use of the facility before attending the facility. The UCalgary contact for the Facility Booking Permit shall direct the Client to the appropriate website or provide the appropriate documentation.
- f) Assumption of Risk:**

UCalgary is attempting to limit the risk of exposure to COVID-19 by using reasonable efforts to follow any health and safety guidelines recommended by the provincial and federal health authorities. Nevertheless, the Client understands that there remains a risk that the Client's participants in the booking could contract COVID-19 by participating in the booking. The Client therefore acknowledges and agrees as follows:

 - i. COVID-19 is easily spread by contact with droplets produced by people who have the virus and the Client voluntarily assumes the risk on behalf of itself and its participants in the booking that participants may be exposed to or infected by COVID-19 while attending the facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death to the participant and members of the participant's household; and
 - ii. it is the Client's responsibility to ensure that its participants learn and follow all health, safety and other rules established by UCalgary and the provincial and federal health authorities. The Client understands that any behaviour on the part of its participants that places others at risk could result in immediate termination

of the participant's right to use UCalgary's facilities or to enter the facility for the booking.

- g)** The Client agrees that this COVID-19 section of the agreement is intended to provide more specific detail in respect to the COVID-19 situation and in no way limits the scope and applicability of other terms and conditions of the agreement.
- h)** This COVID-19 section of the agreement shall be effective and binding on the Client and its participants heirs, next of kin, executors, administrators, assigns, and representatives in the event of the death or incapacity of the Client or any of its participants in the booking.
- i)** Failure to adhere to the requirements in this COVID-19 section of the agreement may be considered a breach of contract and UCalgary retains the right to cancel the agreement if such a breach occurs.
- j)** Both UCalgary and the Client hereby acknowledge that they have reviewed the COVID-19 risks and responsibilities associated with the Facility Booking Permit and the terms of this COVID-19 section of the agreement and are satisfied that this COVID-19 section of the agreement accurately sets out their understanding and agreement in respect of the booking. The Client has had an opportunity to consult with a lawyer, and freely and voluntarily accepts the terms contained within this COVID-19 section of the agreement and understands that it is accepting the risk that Client's participants in the booking may come into contact with, be exposed to, or be diagnosed with COVID-19 following their participation in the booking or by using UCalgary's facilities. The Client understands and agrees that the assumption of risk contemplated herein is intended to be as broad and inclusive as possible by the applicable laws of Canada and that if any portion hereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

6. Rules and Regulations

The Client shall:

- a) use the facility only for the purpose of set out in the Facility Booking Permit unless otherwise expressly agreed to in writing by UCalgary prior to the booking;
- b) restrict the attendance to the maximum capacity of facility;
- c) maintain and keep the facility in a good and proper state of repair and permit UCalgary to enter into the facility and view the state of repair thereof;
- d) immediately notify UCalgary upon becoming aware of any accident or defect in the facility or of any other condition which may cause harm, injury or damage to the facility or any person or property therein located. In the case of a life-threatening emergencies, the Client is to contact 911 immediately. For non life-threatening emergencies, the Client is to contact Campus Security at (403) 220-5333;
- e) not do anything or permit anything to be done in or about the facility that would be deemed a nuisance, or which would be in contravention of any law or UCalgary policy, rule or regulation or which would cause annoyance to UCalgary or adjoining occupants/landowners;

- f) take the facility as found in good repair and shall quit and deliver the facility at the end of the booking in the same condition as at commencement, reasonable wear and tear excepted;
- g) strictly comply with all the laws and regulations of Canada and the province of Alberta and all bylaws of the City of Calgary and all policy requirements, rules and regulations of UCalgary, and all the rules and restrictions of the police, fire or other municipal authorities of the City of Calgary, or any authority having jurisdiction over the use and occupation of the facility, including but not limited to, building codes and health and safety;
- h) not bring any temporary structures or moveable equipment of any kind whatsoever into the facility without the prior written consent of UCalgary;
- i) strictly comply with, and ensure that its employees, agents, subcontractors, sub-clients, invitees, guests, patrons, assignees and licensees strictly comply with, all applicable laws and regulations, and UCalgary policies and rules and regulations pertaining to smoking and restrictions relating thereto; and
- j) not bring any food or beverage of any kind into the facility without the express prior written consent of UCalgary.

7. Personal Information

This information is collected under the authority of section 33(c) of the Freedom of Information and Protection of Privacy Act. It is required for day-to-day operations, including creating, displaying and reporting of faculty and event schedules within the facility. UCalgary may contact you for matters relating to your use of UCalgary space and/or booking. Your personal information will not be used or disclosed for any other purpose without your direct consent. For questions, please contact the University of Calgary FOIP Coordinator at foip@ucalgary.ca