SCHOOL OF CONTINUING EDUCATION CONSENT FORMS

STUDENT CONSENT, WAIVER AND INDEMNITY

To: The Board of Governors of Grant MacEwan University (“University”)

From: The undersigned Parents or Guardians of the Participant (“we” or “us”)

Child: ___________________________ (the “Participant”)

Re: ________________________________ (“Program”)

Consent to Collect, Use, and Disclose Photos, Audio or Video Recordings

**Important** – Complete this form when a photo, audio, video or written recording is needed for media, promotions, publications, education, presentations and other similar purposes.

<table>
<thead>
<tr>
<th>Name of Individual giving consent (Individual or Authorized Representative)</th>
<th>Source of Representative’s Authority</th>
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<td></td>
<td>□ Parent of a minor</td>
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<td>□ Another type of Authorized Representative (e.g. Guardian)</td>
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<tr>
<th>Type of recording (check all that apply)</th>
<th>Scope of Use or Disclosure</th>
<th>Purpose of collection:</th>
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<tbody>
<tr>
<td>□ Still/Digital Photographs</td>
<td>□ Internal only</td>
<td>□ Media Release/Interviews</td>
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<tr>
<td>□ Sound Recordings</td>
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<tr>
<td>□ Video Recordings (with or without sound)</td>
<td>□ Both internal and external to MacEwan</td>
<td></td>
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<tr>
<td>Other, specify</td>
<td></td>
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| Name of person, organization, or group the recording is being shared with: |
| (e.g. “Edmonton Journal”, “Sport and Wellness”, etc.) |

I authorize MacEwan University, including its employees, agents, assigns, or any other third party the University may authorize on its behalf (collectively called the “University”), to take my photograph, audio, or visual recording and use it for the purpose stated. I agree to release and discharge the University from the responsibility and liability of the content and claims for the printed/electronic communication where my information was used. I know that I can withdraw my consent at any time by informing the University in writing.

Additionally, I consent to the identity of the individual to be included in any resource developed or published in print, electronic, digital, or any other format which uses the recordings.

Yes □ No □

You may use: □ First and Last Name □ First Name Only □ School or Business

MACEWAN UNIVERSITY RESIDENCE ACCOMMODATIONS AGREEMENT

DEFINITIONS

1. In this Agreement, unless the context otherwise requires, the following words shall mean:
   a. “Accommodation Fee” means the amount to be paid by the guest to the University for use of the Room/Suite during the Contract Period, as set forth in section 30 (b)(c) of this Agreement;
   b. “Agreement” means this Agreement;

Personal Information Collection Notice

The personal information requested on this form is collected pursuant to section 33(c) of the Freedom of Information and Protection of Privacy Act. It will be used for enrollment and student management and for other consistent purposes. Direct questions related to the collection, use and disclosure of this information to the Privacy office at privacy@macewan.ca.
THE GUEST AND THE UNIVERSITY COVENANT AND AGREE AS FOLLOWS:

LICENSE TO OCCUPY

2. This Agreement is a license to occupy and does not give the guest any rights of tenancy in the Suite/Room.

INDEMNITY, RELEASE AND LIMITATION OF LIABILITY

3. Notwithstanding any other provision of this Agreement to the contrary, the Guest shall be liable to and shall indemnify and save harmless the University and its officers, employees, students, agents, contractors and board members (together with the University the “Protected Persons”) from and against any and all direct and consequential damages, liabilities, losses, expenses (including expenses calculated on a solicitor and his own client basis) and claims (including claims brought by third parties) suffered, brought or incurred as a result of or in connection with:

a) any breach, violation, or non-performance of any covenant, condition, or agreement in this Agreement set forth and contained on the part of the Resident to be fulfilled, kept, observed, and performed;

b) the negligence or any other wrongful act of the Guest or of any of their guests;

c) any damage to or loss of property of the University or of others occasioned by the Guest or their guests, or by the use or occupation of the Suite/Room or Common Areas by the Guest or any of their guests; or

d) any injury to any person or persons, including death resulting at any time there from, occasioned by the Guest or their guests, or by the Guest or any of their guests use or occupation of the Suite/Room or Common Areas.

4. The Guest hereby releases and forever discharges the Protected Persons from all liabilities and any causes of action, suits, claims and demands whatsoever for any injury or loss to person or property, including death, whether arising out of contract or tort, which may be made against a Protected Person which may arise by reason of any cause, matter or thing whatsoever while the Guest is a resident at the Residence, including by reason of any negligence, wilful misconduct or gross neglect of any Protected Person.

5. The Protected Persons shall not be liable for:

a) any death or injury of the Resident or any person, or any loss or damage to property belonging to the Guest or to any person (including any property under the care and control of the Protected Persons); or

b) any consequential or indirect damages or personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Guest, any agent or guests of the Guest, or any other person who may be at the Residence or on the property of
which the Residence forms a part, as a result of any cause whatsoever, including negligence, wilful misconduct or gross neglect of any Protected Person. The Guest is responsible for obtaining personal content insurance.

6. COVENANTS OF THE GUEST

THE GUEST SHALL: Read, acknowledge, and strictly abide by the following Community Standards:

6.1 Abide by all federal, provincial, and municipal laws, regulations and bylaws, the policies of MacEwan University, and these Standards;
6.2 Comply with the instructions of Guest Accommodation Services Staff relating to fire alarms or other emergency protocols;
6.3 Comply with the following quiet hours, or such other hours as posted by Guest Accommodation Services from time to time:
   a) 10:00 P.M. – 8:00 A.M. Daily
   b) For the period commencing seven days prior to the commencement of final exam week and ending at the end of final exam week, 24 hour each day.
6.4 Keep the Suite/Room and the furnishings and fixtures in the Suite/Room in a reasonably clean and sanitary condition;
6.5 Permit the University, or its agents, entry for the purpose of inspecting the condition of the Suite/Room and its contents and for any of the reasons described in the Community Standards;
6.6 Be solely liable to the University for any loss or damage caused to the Suite and the furniture and effects of the University contained in the Room;
6.7 Be liable jointly and severally with other Guests of the Suite for any loss or damage caused to the Suite, and the furniture and equipment and personal property of the University contained therein;
6.8 Be liable for the conduct of any of their guests anywhere in the Residence; and report any damage or vandalism or report persons known to be responsible for damage or vandalism as soon as possible to Guest Accommodation Services
6.9 Be responsible for the actions of any Guest invited into your suite, including any damage caused by such Guest.
6.10 Prevent damage to the Residence, including as a result of flooding.
6.11 Keep their bedrooms, shared living areas, and the exterior of their rooms-suite doors clean.
6.12 Use designated waste and recycling facilities responsibly.
6.13 Return all signed-out materials, products or equipment within the timelines permitted
6.14 Abide by the following occupancy limits at all times, or such lower limits as established by Guest Accommodation Services:
   (a) Bachelor Suite – no more than 2 people;
   (b) Two bedroom Suites – no more than 4 people;
   (c) Four bedroom Suites – no more than 8 people.

THE GUEST SHALL NOT:

6.15 Engage in Violence, Hazing, Dangerous or Offensive activities;
6.16 Directly or indirectly possess, use, traffic (which includes manufacturing, selling, giving, administering, transporting, sending, delivering, distributing) any illegal drug or substance, or be in possession of any associated paraphernalia (such as roach clips, bongs and pipe).
6.17 Tamper with any fire safety equipment, including fire alarms, disabling or covering smoke detectors, fire extinguishers, using fire doors in a non-emergency including admitting guests, fire hoses, sprinklers and/or hanging/attaching items to sprinklers, pull stations, and alarm bells;
6.18 Smoke or use any tobacco related products in the Residence, or on the Residence grounds (except in designated smoking areas), including e-cigarettes, vaping devices, or pipes.
6.19 Use open flames, incense, or candles, neon signs, hydroponic lights, or non-LED mini lights, or any other thing or device which poses a risk of fire. f) Leave cooking or cooking devices unattended at any time.
6.20 Obstruct any exits, doors or hallways.
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6.21 Possess, store or use weapons and dangerous goods, including without limitation, knives, swords, firearms, ammunition, decorative or ornamental weapons, fireworks, explosives, gasoline, propane, pepper spray, chemicals, or any other objects identified as being for the use (or potential use) of harm or threat to any individuals.

6.22 Damage, destroy, misuse, take or remove any Residence property or property belonging to other Residence, make any alternations to or interfere with the Residence electrical, plumbing, HVAC, elevator or other systems, remove or otherwise tamper with any window or window-screens, or damage any door to the Resident’s suite.

6.23 Make excessive noise in a manner which disturbs or may disturb other guests or staff, including without limitation the playing of musical instruments, electronic devices or other activities.

6.24 Access unauthorized areas (including roof tops, mechanical rooms, the Residence basement, adjacent construction sites, or any area marked “off limits to unauthorized personnel” or “Staff only”).

6.25 Guests are not permitted to:
(a) Engage in door-to-door selling or soliciting, including the distribution of flyers, tickets, pamphlets or advertising,
(b) Operate a business or commercial enterprise within the Residence;
(c) Campaign for any municipal, provincial, or federal election in the Residence;
(d) Remove furniture from their suites or rooms, or from common areas;
(e) Use or install non-MacEwan issued appliances such as refrigerators, freezers, microwaves, heaters, washing machines, dishwashers or air conditioners
(f) Use any nails, push-pins, tacks, duct/packing tape or any other material that may damage the walls or ceilings of a suite or common area.

6.26 Keep, house or store any pet or other living animal in the Residence or in a suite,

6.27 Sleep, reside or store personal property outside of their assigned suites.

6.28 Participate in games of catch, basketball, hockey, wrestling, rollerblading, skateboarding, bicycling, other athletic activities, water fights (including water guns, water balloons and water slides) inside the Residence.

6.29 Leave litter, trash or recycling in the common areas.

6.30 Standards Regarding the Consumption of Alcohol in Residence
a) Guests who consume alcohol must do so in a responsible manner, in compliance with the law, and must not endanger one’s health or safety.
b) Guests under the age of 18 are prohibited from consuming alcohol at the Residence. Guests are prohibited from providing alcohol to any person under the age of 18.

6.31 The consumption or distribution of alcohol in common areas is strictly prohibited; the consumption of alcohol is only permitted in suite:

6.32 Do or permit anything to be done in the Suite/Room or elsewhere in the Residence that:
   i) is not legal;
   ii) is a nuisance or an unreasonable annoyance to anyone in the Residence;
   iii) is a danger to anyone in the Residence; or
   iv) causes or could reasonably cause damage to a person or property in the Residence;

6.33 Put anything in the Suite/Room or any other area in the Residence or on the walls, floor, ceiling, doors or windows thereof that may disfigure or mark any aspect of the Suite/Room or any other area in the Residence or the walls, floors, ceiling, doors or windows thereof or the furnishings or fixtures therein when removed;

6.34 Make any alteration or renovation to the Suite/Room or any other area in the Residence;

6.35 Apply any materials or utilize markers on any glass surfaces in the Suite/Room or any other area in the Residence, including windows;

6.36 Allow anyone else to reside in his or her Suite/Room.

6.37 Refuse housekeeping services completely. Housekeeping services are mandatory at least once a week.

OCCUPANCY

7 Subject to Section 13, the University shall permit the Resident to occupy the Suite/Room during the Agreement Period.
8  Guest Accommodation Services reserves the right to reassign a Guest to an alternate suite/room at any time during the Agreement Period. The Guest shall move within the time designated by Guest Accommodation Services upon receipt of a reassignment notice.

9  The Resident shall not assign this Agreement or permit any person to occupy the suite/room other than as assigned by Guest Accommodation Services.

**SERVICES**

10  The University shall, for the duration of the Agreement Period, provide the Guest with the following services (collectively, the “Services”):

- a) Access to a telephone
- b) a wireless connection to the internet
- c) access to satellite television; and
- d) residential power and water

11  The suite will be equipped with coffee maker, toaster, dishes and cooking utensils.

All dishes, cooking utensils and appliances etc. must be washed and put away for the next guest. If dishes, cooking utensils and appliances are not washed and put away then guest’s credit card on file will be charged for extra housekeeping time.

12  The Services are provided to the Guest under this Agreement on an “as is” basis, without representation or warranty by the University of any nature or kind. Without limiting the foregoing sentence, the University does not represent or warrant to the Resident as to the contents or quality of the Services nor that the Services shall be provided without disruption. The Guest acknowledges that delivery of Services by the University may be subject to failure or disruption due to safety concerns, technical or mechanical limitations or due to causes beyond the University’s control.

13  The University may suspend or terminate one or all of the Services at any time if the Guest:

- a) uses or allows others to use the Services illegally or to make annoying, offensive or harassing communications;
- b) uses the Services contrary to terms of acceptable use as provided in the University Policies;
- c) fails to remove interfering or troublesome equipment when asked to do so;
- d) uses or allows others to use the Services in a way that prevents fair and proportionate use by others or;
- e) uses equipment in a manner that causes interference with another Guest’s experience while living in Residence or violates the Community Standards.

**TERMINATION OF THE AGREEMENT BY THE UNIVERSITY**

14  The University may terminate this Agreement:

- a) if the Resident breaches any covenant, condition, or obligation of this Agreement for any reason.

15  Any notice by the University to the Guest shall be in writing and shall be deemed to be received by the Resident if it is:

- a) served on the Guest personally, or
- b) left at the Guest’s Room

**VACANT POSSESSION**

16  Where this Agreement is terminated, the term of the Agreement has expired, or the Guest’s Room is reassigned, the Guest shall:

- a) forthwith vacate the Suite/Room within the timeframe given, leaving all of the Suite/Room’s furnishings and fixtures in it;
- b) leave the Suite/Room, including its furnishings and fixtures, completely clean and in good condition, reasonable wear and tear excepted; and
- c) deliver the assigned Residence keys to Guest Accommodation Services on the Guest’s departure date.

17  If the Guest does not vacate the Suite/Room pursuant to the provisions of this Agreement, the University or its agents may at any time re-enter and occupy the Suite/Room. The University will remove all personal effects and store for a period of 90 days and change the locks of the Suite/Room. The Guest shall be charged for the costs associated with the removal and storage of personal effects and the changing of the locks. Personal items not claimed after 90 days will be disposed of by the University.

18  Where the Guest has breached this Agreement, the Resident shall pay to the University all costs incurred by the University to rectify the breach. Where the Guest has failed to leave the Suite/Room and its furnishings and fixtures clean and in good condition, reasonable wear and tear excepted, the Guest shall pay to the University all costs incurred by the University in restoring the Suite/Room to the
condition upon check in. Where the Guest or their guest(s) has caused damage to any property in the Residence, the Guest shall pay to the University all costs incurred by the University to repair the damage.

INVALIDITY; SURVIVAL OF TERMS; AMENDMENT; EFFECTIVE DATE
19 If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall not be affected or impaired thereby and shall be enforceable to the extent permitted by law.

20 Expiry or termination of this Agreement shall not release or discharge the Guest of any obligation that shall have accrued prior to the effective date of expiry or termination. Without limiting the foregoing, sections 4, 5 and 6 of this Agreement shall continue in effect after expiry or termination of this Agreement.

21 No amendment of this Agreement shall be effective unless it is signed by both the Guest and the University, except that the University may, in its sole discretion, amend the Residence Community Standards from time to time.

22 This Agreement shall come into force and effect at such time as the University assigns a Suite/Room and the Guest receives the Key(s).

MACEWAN SPORT AND WELLNESS
1. We consent to and provide our permission for the Participant to participate in the Program offered by the University, operated by MacEwan University Sport and Wellness.

2. We confirm that the Participant is in proper physical condition to participate in the Program and acknowledge that: (a) the Participant’s participation in the Program could in some circumstances result in physical injury; and (b) during the Program the Participant may participate in training and activities both on University premises and elsewhere in the City of Edmonton and may be a passenger in a vehicle driven by a University employee or University contractors, which vehicles may or may not be owned, registered or insured, by the University.

3. The University is prepared to allow the Participant to participate in the Program on the condition that the University and its employees, officers, agents, volunteers, students, contractors and board members (together with the University the “Protected Parties”) be absolved from any responsibility, liability or claim for any loss or injury which the Participant may suffer while participating, or traveling to, the Program. We hereby absolve the Protected Parties from such responsibility, liability or claim.

4. We further agree that: (a) Neither we nor the Participant will sue the University for any harm suffered by the Participant and, in particular, we, and the Participant, through our guardianship and agency, hereby release the Protected Parties from any and all liability whatsoever for any injury or loss, including death, or expense that the Participant or we, or any of us, may suffer, incur or be put to in respect of any occurrence or thing occurring to the Participant while engaged in, or while being transported to or from, or while observing, or while being in the vicinity of, the Program even where such injury, loss or expense is wholly or partly attributable to the negligence of the Protected Parties. (b) We agree to indemnify and save harmless the Protected Parties from and against any and all loss, damage, expense or liability suffered or incurred by any Protected Parties for any and all claims, judgments and costs (including solicitor client legal fees) incurred or suffered by or obtained against any Protected Parties as a result of any legal action against any Protected Parties (whether directly or by way of third party proceedings) to claim damages or contribution for or in respect of any injury, loss, damage or expense arising from or in any manner connected with the Participant’s participation in the Program.

5. We provide this waiver, release of liability and indemnity in addition to any other waiver, release or indemnity that we have given to the University in connection with any other matter.

6. Where there is only one parent or guardian signing this agreement the plural is deemed to include the singular. Where there are two parents or guardians signing this agreement their obligations are joint and several.

7. We recognize that we should read this agreement before signing it, but we agree to be bound by the terms of this document whether we have read it or not.

WE ARE AWARE THAT BY SIGNING THIS DOCUMENT WE AND THE PARTICIPANT ARE, AMONG OTHER THINGS, GIVING UP OUR RIGHT TO SUE CERTAIN PERSONS IF THE PARTICIPANT IS INJURED OR SUFFERS SOME OTHER LOSS EVEN WHERE IT IS THAT PERSON’S FAULT.

APPLICANT ACKNOWLEDGEMENT
In submitting this application, I declare that the information in this application is correct and complete. Further, in submitting this application, I agree to be governed by the policies, rules, and regulations as set forth by MacEwan University.

Student Signature: ___________________________________________ Date: __________________________

Guardian Signature: __________________________________________ Date: __________________________

(if Student is under 18 years of age)

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