

SCHEDULE B

Waiver and Consent Form for Minors in Residence

To be completed and signed by the parent or legal guardian of the minor (under 18 years of age) to be staying in Concordia University's Residence

I, (print name) _____, parent or legal guardian of (print minor's name) _____ (the "Minor"), acknowledge and confirm the following:

- I am the parent or legal guardian of the Minor;
- I have freely chosen to allow the Minor to stay in Concordia University's Residence from (insert arrival date) _____ to (insert departure date) _____;
- I am freely assuming all risks (including physical and legal risks), dangers and hazards inherent to staying in Concordia University's Residence.

I acknowledge and agree that, in exchange for and as a condition to the Minor staying in Concordia University's Residence, I accept all liability for any loss of or damage to property caused by or contributed to by the Minor.

I further acknowledge that:

- I am aware that the Minor's staying in Concordia University's Residence may be hazardous and could result in damage to his/her person or my property or injury including death;
- I agree to be liable for and to pay for all costs incurred if the Minor requires medical attention at any time while in Concordia University's Residence;
- The Minor is in satisfactory physical and mental condition to safely stay in Concordia University's Residence;
- I am giving up the legal right to sue Concordia University for any and all damages that may arise as a result of the Minor's stay in Residence;
- I agree that the contents of the present form be governed and construed in accordance with the laws of the Province of Quebec of Canada and that only courts of the Province of Quebec shall have jurisdiction for any legal proceedings between myself and Concordia University arising as a result of my participation in the Activity;
- **I have read and understand the terms of this document.**

Accordingly, I hereby release Concordia University, its agents, and employees from all liabilities for any direct, special, incidental, consequential, punitive or exemplary damages, regardless of the form of action arising from or related to the Minor's stay in Concordia University's Residence.

Signed on the _____ day of _____, 20__

Signature of Minor's parent or legal guardian

SCHEDULE C

Rules and Regulation Applicable to Residence

Residence Summer Accommodations – Guest Policy

We are glad you have chosen to stay with us during your stay in Montreal. To ensure your comfort and the comfort of our fellow guests we ask that you and your guests read the policies outlined below. **By staying with us, you agree to respect these policies:**

- Concordia Summer Accommodations is pleased to offer a **smoke-free environment**. Smoking is not permitted anywhere in residence, within buildings owned by Concordia or within nine (9) metres of any entrance to a Concordia building. All areas in residence, including guests' rooms, are non-smoking. If you wish to smoke, you may do so in the garden area outside, which you can find by following the signs.
- **Electrical or other cooking appliances** not provided directly by Concordia, including, but not limited to, toaster ovens, hot plates, etc. or those containing a heating element or open flame are prohibited in residence.
- Guests must abide by all federal and provincial **alcohol** laws, including those prohibiting the sale and service of alcohol to minors. Alcohol and its consumption is prohibited outside of guests' rooms including, but not limited to, in lobbies, foyers, stairwells, hallways, laundry rooms, common rooms and washrooms.
- Excessive **noise** is not permitted in residence. The following quiet hours are observed:
 - Sunday to Thursday: 11:00 p.m. – 9:00 a.m.
 - Friday & Saturday: 1:00 a.m. – 9:00 a.m.
 - Consideration Hours: 24-hours a dayThese are minimum guidelines and may be modified at any time by Concordia.
- Any act of violence or threat thereof, whether or not such threat is verbalized, discriminatory acts, hateful acts or malicious harassment toward other guests or staff is strictly prohibited.
- Guests are prohibited from being in areas identified as restricted by Concordia. These areas include, but are not limited to, the roof of any residence (except in emergencies), window ledges, balconies and attics.
- No pets of any kind are permitted in residence.
- Discharging, tampering with or operating any fire prevention or detection equipment for any purpose other than the control of fire is strictly prohibited. In case of contravention of this section by you or your guests, you may be fined for any costs incurred by Concordia as a result.
- You are responsible for any damage to property by yourself or your guests and you may be required to pay for the cost of repair of any damage.
- Open flames are not permitted in residence. This includes, but is not limited to, lit candles, incense, etc.
- Explosive or flammable material is not permitted in residence buildings.
- Removing or furniture from any room in residence is not permitted.
- Throwing, dropping, or ejecting material from residence buildings, windows, rooftops, into quads, or down stairwells is prohibited. Throwing material at residence buildings or any other Concordia property is also prohibited.
- Firearms and any other weapon or item that is created or intended to cause harm or could be seen as intimidating, are strictly prohibited in residence and on Concordia property. This includes, but is not limited to, guns or gun-like objects, AirSoft® guns, paintball guns, novelty weapons such as swords or karate implements etc.
- Any action or possession of any item or substance in residence that contravenes municipal, provincial or federal statutes and regulations or Concordia's policies, available at <http://vpexternalsecgen.concordia.ca/policies/>, is prohibited.

You and your guests agree to abide by all policies of the residence as communicated by Concordia to you and/or your guests, from time to time and you will so instruct your guests. You are responsible for your guests adhering to all Federal, Provincial and Municipal laws, regulations and by-laws and to all of Concordia's policies and other rules and regulations applicable to the residence, available at <http://vpexternalsecgen.concordia.ca/policies/>, or as may be communicated to you from time to time. Failure to comply with such laws, regulations, by-laws, policies, rules and regulations and the terms and conditions herein may result in, at Concordia's sole discretion, and without limiting Concordia's recourses hereunder or at law, in the revocation of the privileges to use the residence, without reimbursement of any sums paid by you and/or your guests.

In the event that a decision results in the revocation of the privileges to use the residence, you and/or your guests will be asked to leave the residence immediately and will be responsible for finding and paying for alternate accommodation.

SCHEDULE D

Waiver for Guests of Concordia Residence

TO ALL GUESTS STAYING IN CONCORDIA RESIDENCE:

Use by the Guest of the Room or Rooms and the Residence is solely at the risk of the Guest. Each Guest is solely responsible and/or liable for any Claims and/or Damages arising from or related to (directly or indirectly) their presence at the Residence, their stay in the Rooms or on Concordia property, and/or their use of the Rooms or Residence and or their participation in activities taking place at Concordia's property, whether or not such activities are offered by the Client, Concordia and/or third parties.

Concordia, its agents, directors, officers, representatives and employees are not responsible for any Damages and they are hereby released from any and all Claims or Damages arising from or related to (directly or indirectly) Guest's use or presence at or in the Residence, the Rooms or on Concordia's property, the Guest's use of Concordia's property or their participation in the activities taking place on Concordia's property, whether or not such activities are offered by the Client, Concordia and/or third parties.

Accordingly, by staying in Residence, you hereby automatically and irrevocably release Concordia University, its agents, and employees from all liabilities and Claims for any Damages, regardless of the form of action arising from or related to your stay in Residence or in the Room.

For the purposes of this Waiver the following terms have the following meaning:

"Claims" means any suit, action, dispute, investigation, claim, arbitration, order, summons, citation, directive, ticket, charge, demand or prosecution, whether legal or administrative or any other proceeding.

"Client" means *Association mathématique du Québec*

"Damages" means, in respect of any Claims or matter, all losses, damages of any nature whatsoever (including without limitation injuries to persons, loss of life, loss or damage to property), liabilities, deficiencies, costs and expenses (including all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising as a consequence of such Claims or matter.

"Guest" means an individual for whom one or more Rooms in Residence has been reserved under the Client's Group Rate.

"Residence" means the building owned by Concordia located at 1190 Guy, Montreal, Quebec, which is used as a residence for Concordia students during the academic year and in which the Rooms are located.

"Room" or **"Rooms"** means a room in Residence containing either one or two beds and within which (an) individual(s) may sleep.