

Waivers and Informed Consent

Waivers

A waiver is a formal legal statement giving up certain rights. By signing the waiver, the parent or legal guardian typically agrees that they understand the risks involved in the activity or event and release the organizers, sponsors, and other parties from liability for any injuries, dangers, or losses that may occur during student participation.

Some Outside Activity Providers require students and parents to sign waivers prior to participation. Schools/School divisions should review waivers in advance of asking students and parents to sign.

Schools/School Divisions should look for language in the waiver that acknowledges the Outside Activity Provider being responsible for their actions and those of their employees.

Example of Acceptable Waiver

*IN CONSIDERATION of the <vendor> allowing Me or my child(ren) to participate in programs/camps offered by the <vendor> of the use of the <vendors> sport and recreation facilities, I on my own behalf and on behalf of my heirs, my spouse, my child(ren) executors, administrators and assigns RELEASE the <vendor>, its respective servants, agents, or employees from any liabilities, claims or actions of any nature whatsoever arising from or related to any and all injury to me or my child(ren) and/or loss or damage to personal property arising from, or in any way resulting from participation in programs/camps offered by the <vendor> or the use of the <vendor> sport and recreation facility **unless such injury and/or damage is caused by the SOLE NEGLIGENCE of the <vendor> or its employees or agents while acting in the scope of their duties.***

Example of Unacceptable Waiver

*I hereby agree as follows to waive any and all claims that I have or may in the future have against the <vendor> and to release the <vendor> from any and all liability for any loss, damage, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly as a result of my participation in the activities and my use of the premises and facilities, **due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the occupiers liability act on the part of the <vendor>, and further including the failure on the part of the <vendor> to take reasonable steps to safeguard or protect me from the risks, dangers and hazards or participating in the activities.***

Bottom line, schools/school divisions must ask the Outside Activity Provider (Vendor) to be responsible for their own negligence.

The Manitoba School Boards Association (Risk Management) is working with outside activity providers to modify waivers to allow schools to use the facilities with assurances of appropriate liability. Contact the Manitoba School Boards Association for additional information.

Informed Consent

The purpose of an Informed Consent is not to relinquish rights to sue, or transfer/absolve liability from a responsible party (as is the primary purpose of a waiver), but rather to demonstrate that the school board acted as "a reasonable and prudent person" in informing the participant and his/her parents that there were inherent risks associated with specific activities, and that certain injuries may result if the student participated.