



Group Users Agreement & Waiver Queen's University Biological Station (QUBS)

Thank you for using the Queen's University Biological Station. **All users must abide by the rules set out for this facility.** Please carefully read the statements listed below and refer to the Queen's University Biological Station Users Guide (<https://qubs.ca/booking/user-guidelines>):

- Use only the Raleigh J. Robertson Biodiversity Centre, Jessie V. Deslauriers Biology Centre, your designated cabin or cottage, your designated labs, and the dock and other common areas.
- Users are expected to leave cabins at least as clean as they found them.
- Place all garbage, compost and recyclables in the appropriate receptacles (Recycling centre near Workshop).
- Campfires are only permitted within the designated fire pit at Earl Cottage when weather conditions permit.
- Outside firewood cannot be brought onto the property. Speak to the management before setting a fire in the designated fire pits to ensure that the fire risk is acceptable given local conditions.
- Dogs and other pets are not allowed in any of the buildings at Queen's Point.
- Alcohol consumption must be done responsibly and not to excess. Alcohol is not permitted in labs or library. Failure to comply will result in removal from the premises. Alcohol use must follow the Queen's University alcohol policy: (<https://www.queensu.ca/secretariat/policies/administration-and-operations/queens-university-alcohol-policy>).
- The kitchen is strictly off-limits unless invited by QUBS staff. All dishes should be promptly placed in the dish-washing area after meals.
- Mealtimes are 7:30 am, 12:00 noon and 5:30 pm. Meals can be set aside if requested in advance.
- All Station vehicles including tractors, pick-up trucks, golf carts and ATVs are to be used by QUBS staff approved by Queen's Insurance and management.
- Users swim in Lake Opinicon or other lakes on our lands at their own risk. Similarly, all other hiking trails are also at the users' own risk.
- No firearms are allowed on QUBS Point.
- All users of watercraft must use PFDs and carry a boat kit. Users of motorboats must carry a Pleasure Craft Operator Card.
- All fishing must be done within season and with a valid fishing licence.
- The main phone in the Raleigh J. Robertson Biodiversity Centre is for emergency use only; please leave the line free for QUBS staff. Do not make long-distance calls.
- Vehicles must not block any roads, access points or fire routes.
- Users of WiFi service should not stream large videos and must not access illegal streaming sites.
- Do not undertake any activity that will cause damage to habitat (including topographic features) or harassment / injury to any living organism.
- No unauthorized use of research equipment/materials stored on-site.

Note that QUBS is a shared facility and thus we request that you keep noise to a minimum and keep common areas clean and uncluttered. There is a curfew on noise between 11:00pm and 7:00 am.

- All children under 16 years of age must be accompanied by an adult.
- All patrons are expected to behave in a sensible and respectful manner at all times.
- Visitors are allowed as space permits, but users must notify the managers and kitchen staff.

The group leader / lead organizer is required to acknowledge and initial the statements below:

____ **I have read and understood the User's Guide for Queen's University Biological Station.**

____ **I will ensure that all members of my party understand and abide by the facility rules.**

You will be invoiced after your departure. Please pay the bill promptly.

ASSUMPTION OF RISKS WAIVER for stay at the Queen’s University Biological Station

In consideration of being provided the opportunity to stay at, and use in the manner defined above, the facilities at the Queen’s University Biological Station (QUBS), as leader of the _____,
(name of group)

I, _____, hereby acknowledge that I have been advised by Queen’s University, and the Queen’s University Biological Station of the possible risks and hazards associated with using the property and the facilities, some of which may lead to possible injury or cause loss of life. I further understand that QUBS’s lands are rugged, have deep lakes and contain wild animals, some of which may be considered dangerous in some circumstances. Despite the potential risks and hazards associated with my activities on the property, I wish to proceed, and freely accept and assume all risks and hazards that may arise from my activities on the property, WHETHER CAUSED BY MY NEGLIGENCE or otherwise. I acknowledge that my activities on the property are purely optional, as I requested this short-term license for use. The HAZARDS, DANGERS, and RISK of INJURY of this EVENT can also include, but are not limited to those items set out in APPENDIX A to this Form.

I understand that it is my responsibility to ensure that all members of my group abide by all applicable Queen’s University (hereafter the University), and the Queen’s University Biological Station (hereafter QUBS), and to ensure that I, and all members of my group, have adequate medical, personal health, dental and accident insurance coverage, as well as protection of our personal possessions. In particular, I understand that the University, and QUBS do not carry accident or injury insurance for our benefit and also that there may be certain matters for which I, or members of my group, could be held at fault personally if our activities or conduct fall short of what would be considered a reasonable standard for an individual in our position. In all cases I agree to be accountable in all respects for my own actions, as well as for those of my group, and not to ask the University, QUBS, or their employees or officers to accept the consequences thereof; further, I, and members of my group, agree to be responsible for any claims made against the University, or QUBS in relation to such actions, and if damage is caused by our use of the facilities, we agree to cover all costs for repairs.

Our signatures below are given freely to indicate our understanding of the acceptance of these realities and in consideration for being permitted by the University and QUBS to use the facilities and land of QUBS.

LIABILITY WAIVER: We release and hold harmless the University and QUBS, its employees, students and agents from any and all liability for any loss, damage, injury or expense that we, our dependents, or our next of kin may suffer as a result of my use of QUBS, including, but not limited to, accidents, acts of God, sickness, transportation, scheduling and government restrictions or regulations. This waiver is effective for the period of time that we will be at QUBS and including the time of transit to and from the facility. We understand that this agreement cannot be modified or interpreted except in writing by the University and QUBS, and that no oral modification or interpretation will be considered valid.

WE HAVE READ THIS DOCUMENT CAREFULLY AND WE ACKNOWLEDGE OUR RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.

Group Leader Name (print): _____

Permanent Address: _____

Phone number(s) where I may be reached: _____ (H) / _____ (W) / _____ (C)

Employer (if appropriate): _____

(Signature of Group Leader)

(Witness as to Signature of Group Leader)

Date: _____

Date: _____

**Group members listed on following page.
Group Members**

(Group Leader, please ensure that all members are indicated below; simply provide names of young children)

WE HAVE READ THIS DOCUMENT CAREFULLY AND WE ACKNOWLEDGE OUR RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.

1) Name: _____ Signature: _____ Date: _____

2) Name: _____ Signature: _____ Date: _____

3) Name: _____ Signature: _____ Date: _____

4) Name: _____ Signature: _____ Date: _____

5) Name: _____ Signature: _____ Date: _____

6) Name: _____ Signature: _____ Date: _____

7) Name: _____ Signature: _____ Date: _____

8) Name: _____ Signature: _____ Date: _____

9) Name: _____ Signature: _____ Date: _____

10) Name: _____ Signature: _____ Date: _____

11) Name: _____ Signature: _____ Date: _____

12) Name: _____ Signature: _____ Date: _____

13) Name: _____ Signature: _____ Date: _____

14) Name: _____ Signature: _____ Date: _____

15) Name: _____ Signature: _____ Date: _____

16) Name: _____ Signature: _____ Date: _____

Group Members (continued)

WE HAVE READ THIS DOCUMENT CAREFULLY AND WE ACKNOWLEDGE OUR RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.

17) Name: _____ Signature: _____ Date: _____

18) Name: _____ Signature: _____ Date: _____

19) Name: _____ Signature: _____ Date: _____

20) Name: _____ Signature: _____ Date: _____

21) Name: _____ Signature: _____ Date: _____

22) Name: _____ Signature: _____ Date: _____

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26) Name: _____ Signature: _____ Date: _____

27) Name: _____ Signature: _____ Date: _____

28) Name: _____ Signature: _____ Date: _____

29) Name: _____ Signature: _____ Date: _____

30) Name: _____ Signature: _____ Date: _____

31) Name: _____ Signature: _____ Date: _____

32) Name: _____ Signature: _____ Date: _____

33) Name: _____ Signature: _____ Date: _____

34) Name: _____ Signature: _____ Date: _____

Use additional pages as needed.

- 35) Name: _____ Signature: _____ Date: _____
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- 49) Name: _____ Signature: _____ Date: _____
- 50) Name: _____ Signature: _____ Date: _____

Use additional pages as needed.

Privacy: Personal information in connection with this form is collected under the authority of *The Queen's Royal Charter of 1841, as amended* and will be used for the purpose of administering your participation in the Event/event and related purposes. If you have any **questions about the collection, use and disclosure** of your personal information by Queen's University, please contact: Queen's University, Records Management and Privacy Office, Suite F300 Mackintosh-Corry Hall, 68 University Avenue, Kingston, Ontario, K7L 3N6, 613-533-6095

APPENDIX A

HAZARDS, DANGERS, and RISK of INJURY inherent during this EVENT

Hazard	Risk
Extreme heat	<ul style="list-style-type: none"> • In the summer months, consequences to visitors can include heat stroke, exhaustion, head-aches, sunburns; episodes of light headedness, fainting, chest discomfort, leg cramps, nausea and fatigue. Signs of excessive heat must be reported and never ignored. Every PARTICIPANT should bring sun protection such as sunscreen, a hat, <i>etc.</i>
Dehydration	<ul style="list-style-type: none"> • Visitors will be outside and active much of the day. There is a risk of dehydration, resulting in headaches, episodes of light headedness, fainting, chest discomfort, leg cramps, nausea and fatigue if inadequate amounts of water are consumed. Every PARTICIPANT should bring adequate water
Hypothermia	<ul style="list-style-type: none"> • Visitors may experience cool, wet days • Without proper clothing, there is a risk of hypothermia • A boat could be capsized and visitors or staff could spend some time in the water, resulting in cold wet clothes. Every PARTICIPANT should bring a dry changes of clothes
Extreme cold	<ul style="list-style-type: none"> • In the winter months, consequences to visitors can include frostnip, frostbite, and if symptoms are ignored, excessive loss of body heat can lead to hypothermia. Every PARTICIPANT should wear proper winter clothing
Rough & slippery terrain	<ul style="list-style-type: none"> • The terrain at Elbow Lake is rugged, often with loose debris or exposed wet rock. The terrain can be steep, uneven or slippery, with branches, rocks, or other obstacles present risks of slipping and falling that may result in bone and muscular skeletal injury, such as breaks, sprains and strains, or broken limbs, concussion or spinal cord injuries • This risk is increased in the winter months with the addition of snow and ice.
Insect bites & stings	<ul style="list-style-type: none"> • Visitors are at risk of being stung/bit by insects, including bees, mosquitoes, flies, and ticks. • While this is primarily just an inconvenience it could pose a serious problem for people with allergies, if the tick is infected with Lyme disease, or if the mosquito is a West Nile Virus carrier. Every PARTICIPANT must advise EVENT organizers of any allergies to insect bites and stings and carry, or provide staff with, their EpiPen • The threat of ticks can exist throughout the year in any season, not just summer.
Lightening and wind storms	<ul style="list-style-type: none"> • There is a risk of storms, including lightening and high winds. • There is a risk of being struck by lightning or being hit by falling tree branches or other debris.
Swimming accident	<ul style="list-style-type: none"> • There is a possibility that a visitor could be injured while swimming (e.g., cramps, cuts, <i>etc.</i>)
Watercraft accident	<ul style="list-style-type: none"> • There is a possibility of capsizing in canoes, kayaks, and row boats.
Wildlife	<ul style="list-style-type: none"> • Visitors may encounter wildlife, including raccoons, porcupines, squirrels, skunks, deer, bears, <i>etc.</i> • Under most circumstances, wildlife will stay away from visitors and won't present a risk • However, wildlife can be unpredictable and may respond aggressively to visitors (biting, charging, spraying). PARTICIPANTS are prohibited from attempting to engage or interact with any wildlife
Getting lost	<ul style="list-style-type: none"> • Visitors will explore areas (trails, wetlands, lakeshore) beyond the building envelope. • There is the possibility of becoming lost or disoriented. PARTICIPANTS must stay with and follow the instructions of the EVENT Staff.