

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (the "Release Agreement")

Event: _____

Date: _____

To: **UNIVERSITY OF WATERLOO** and its respective directors, officers, employees, independent contractors, subcontractors, representatives, successors, assigns, volunteers, agents, students and all other participants in the above noted Event (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITION

In this Release Agreement, the term "Event" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees.

I, _____, desire to participate in the above Event(s) sponsored or organized by the University of Waterloo. I understand that in order to participate in the Event, I must agree to be bound by this Release Agreement (this form must be also signed by a parent or guardian if the participant is a minor).

I am aware that there are serious dangers and risks inherent in:

1. TRAVEL
2. WEATHER – Weather conditions may be extreme and can change rapidly without warning.
3. EQUIPMENT – Any equipment used during an event or activity as an aid or safety measure may fail or break.

I accept all of the inherent risks which may be associated with the Event and the possibility of personal injury, death, property damage or loss resulting therefrom. I agree that I will be fully responsible for all costs and expenses that may be incurred in providing any special services to myself, outside of regular services agreed to or provided by the University of Waterloo in connection with the Event, and without limiting the generality of the foregoing, I agree to be responsible for and to pay for all and any costs of special travel, medical attention or other special outlay for me personally, and to reimburse the University of Waterloo and its staff for all costs of these services as may be incurred by them for my benefit or at my request.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in the above noted Event, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in the above noted Event, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUOTRY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE EVENT REFERRED TO ABOVE;

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in the above noted Event;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Event, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I confirm that I am the full age of majority or, in the alternative, I have indicated that I am the guardian of the minor participant named, and that I have read and understand this Release Agreement prior to signing it and agree that this Agreement will be binding upon myself (as a participant or guardian), my heirs, next of kin, executors, administrators and successors.

Signature: _____

Print Name: _____

Signature of guardian
(if applicable): _____

Date: _____

Emergency contact (Name & Phone #):

Participant contact number:

Witness: _____

Print Name: _____

