BROCK UNIVERSITY

Informed Consent & Waiver of Claims

PLEASE READ CAREFULLY

By signing this document you will waive certain legal rights, including the right to sue.

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

ASSUMPTION OF RISK

I am aware that participating in the **activity of the Brock Days Annual Grape Stomp** has many inherent risks, including but not limited to:

GENERAL:

- theft, vandalism or loss of personal property;
- any manner of injury resulting from use, misuse, non-use and failure of any equipment;

Specific Event Risks:

- Risks of slipping and falling.
- Exposure to grapes, grape juice and insects associated with the fruit.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of The Board of Trustees of Brock University allowing my participation in the **activity of the Brock Days Annual Grape Stomp**,

I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against The Board of Trustees of Brock University, and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");

2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the **activity of the Brock Days Annual Grape Stomp** 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, RS 1990 c. 0-2 AS AMENDED ON THE PART OF THE RELEASEES;

_____ (Initial here that you have read paragraph 2.)

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the **activity of the Brock Days Annual Grape Stomp**; and

4. This 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.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 2_____

_____ _____