RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!

Name of Participant	Last Name:	First Name:
Address	Street:	
	City:	Province:
	Postal Code:	Country:
Emergency Contact	Last Name:	First Name:
	Relationship:	Phone:
Scope of Duties		
Date(s)		
Location		
Specify protective measures and/or training required, i.e., CPR training, vulnerable sector check		

ASSUMPTION OF RISK

Activities include a variety of activities and travel, including but not limited to indoor activities, sporting or physical activities, and associated travel ("**Activities**"). Participating in the Activities carries certain inherent risks.

Activities may include, but are not limited to:

I am aware that, while participating in Activities, I may be exposed to any manner of harm, injury, illness, death, or property damage resulting from such risks, including but not limited to the following:

General:

- Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water damage;
- Loss, damage, injury, illness, death or expense that I may, or that members of my household(s) may suffer, including the contraction of a Communicable Disease as a result of my participation in this Activity. Communicable Diseases include, but are not limited to, any disease that can be transmitted from one person to another including viruses, bacteria, parasites or other organisms.

NOTE: Please consult with your physician prior to participating in any physical activity(s) or using any equipment if you have any pre-existing conditions which may be affected by your participation in the Activity(s).

Outdoor Activities:

- **Terrain:** Slips, trips or falls on steep, icy, slippery or uneven terrain or injuries arising from impact or contact with trees, rocks, or obstructions, visible or non-visible;
- **Animals:** Contact with domestic or wild animals that may be aggressive or curious, birds, reptiles or rodents including the risk of exposure to viruses, parasites or bacteria they may carry;
- **Weather:** Severe or varied exposures to cold, wet or windy weather, hail, lightning, snow, sleet, reduced visibility or the effects of heat or strong sunlight, along with weather/extreme conditions that change rapidly without warning or can occur at any time;
- **Other Outdoor Risks:** Dehydration, exposure to ticks, insects, flea or water borne illnesses/diseases.

Travel:

- Use, misuse, non-use and failure of any equipment including the bus;
- Travel by motor vehicle, watercraft, aircraft or any other means of transportation, resulting in accidents, injuries or delays, poor road conditions, or any other risk encountered before, during or after the Activity(s);
- Any manner of loss related to the possibility of being left without transportation if I do not show up at the bus at the specified time(s) and location(s).

Sporting/Physical Activities:

- All manner of muscular and skeletal injuries, bruises, scrapes, cuts, burns, strains, sprains, leg cramps, dislocations, or bone injuries;
- Head, facial, dental and neurological injuries such as concussions and traumatic brain injuries (TBI);
- An increased load on the heart that may result in dizziness, shortness of breath, fainting, chest pain or discomfort, nausea, and in extreme circumstances may result in a heart attack;
- Being struck with projectiles;
- Falling against, impacting, entanglement or impairment on apparatus, equipment or other natural or man-made obstacles (visible or not visible), or against the ground, floors, walls or other surfaces;
- Contact with participants, officials, spectators, or other people or sustaining injuries arising from their actions;
- My participation and/or use of equipment beyond my own skills and abilities; and
- The use, misuse, failure or malfunctioning of equipment.

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.

MEDICAL CONSENT & COSTS

If during my participation in the Activities, I should need emergency medical treatment and I am not able to give my consent for, or make my own arrangements for, that treatment due to my injuries or absence, I authorize Brock University to take whatever measures it deems necessary to protect my health and well-being, including, if necessary, securing emergency medical treatment. I acknowledge and agree that I will be responsible for any medical/health expenses that may be incurred as a result of my participation in the Activities.

MEDIA WAIVER AND CONSENT

I hereby give to Brock University the perpetual, irrevocable and unrestricted right and permission to use, re-use, publish, and republish photographic portraits, pictures and other forms of media, of me or in which I may be included ("Media") without restriction as to changes or transformations made through any and all media now or hereafter known for advertising and promotional purposes, without any compensation. I hereby relinquish any right that I may have to examine or approve the Media, the completed product or products, or the advertising copy or printed matter that may be used in conjunction therewith, or the use to which it may be applied. I hereby release, discharge and agree to save harmless Brock University from any liability (i) by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form (whether intentional or otherwise) that may occur or be produced in the taking of the Media or in any subsequent processing thereof, and (ii) any publication of any Media, including without limitation any claims for libel, misappropriation of personality, or invasion of privacy.

USE OF PERSONAL VEHICLE

I understand and confirm that I have voluntarily agreed to use a personal vehicle for transportation related to the activity(s) identified above. I am aware and recognize that there are risks associated with driving and/or being a passenger in a motor vehicle. I hereby agree to RELEASE Brock University, the Province of Ontario, and their employees, agents, officers, contract staff, and other participants, including students, from all liability for any LOSS, DAMAGE, EXPENSE, INJURY (including death) that I, or my next of kin, may incur as a result of my transportation to the program event(s) identified above. I further agree to waive any and all claims that I have, or may have in the future, against the Releases arising out of my transportation to the program event(s) identified above.

RELEASE OF LIABILITY, WAIVER OF CLAIMS , ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

In consideration of Brock University permitting my participation in the Activity(s) of **Outdoor Activities, Travel, and Sporting/Physical Activities**, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against 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(s)** 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 OWNED UNDER THE OCCUPIER'S LIABILTY ACT, R.S.O. 1990, c.O.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 Activities;
4. THAT if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(s) in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment;

_____ (Initial here that you have read paragraph 4.)

5. 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; and
6. This Waiver shall be governed by and construed in accordance with the laws in force in the province of Ontario and the federal laws of Canada, as applicable. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to the activity and this Waiver and the parties hereby attorn to the jurisdiction of Ontario courts.

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 CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER OR A REGISTERED STUDENT, THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT 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.

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and paragraphs 2 and 4 must be initialed before the participant may participate in the activity(s).

_____ _____

Signature of Participant Date

_____ _____

Signature of Witness (Non-Family Member) Date

_____

Witness Name (please print)

PRIVACY NOTICE: Brock University protects your privacy and your personal information. The personal information requested on this form is collected under the authority of section 3 of the *Brock University Act,* 1964 and in accordance with the *Freedom of Information and Protection of Privacy Act.* The information will be used to administer this waiver. Direct any questions about this collection to the riskmanagement@brocku.ca