

Brock-Niagara Centre for Health & Well-Being

TO: **Brock University (University)**

WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS,
AND
COVENANT NOT TO SUE **BROCK UNIVERSITY** (the Agreement)

WARNING: By entering into this Agreement you indicate that you understand the risks associated with using University facilities, and/or participating in the Brock University SeniorFit, Heart Strong, Power Cord, or Brock TEAM program (the "Program"), and that you are aware that by using University facilities and/or participating in the Program you will be exposed to the risks identified below. Also, you indicate that you hold Brock University harmless from any personal injury that you may suffer arising out of your participation in the Program.

This Agreement also gives Brock University the authority, if necessary, to secure medical assistance for which you agree to be financially responsible. In addition, you agree to assume financial responsibility for any damage to third persons or their property caused by you.

**PLEASE NOTE: THERE WILL BE NO PHYSICIAN PRESENT
DURING THE PROGRAM!**

PLEASE READ CAREFULLY!

NAME OF PARTICIPANT:

ADDRESS OF PARTICIPANT:

Description of Risks

I am aware that by participating in the Brock University SeniorFit, Heart Strong, Power Cord, or Brock TEAM program (the “Program”), I will be exposed to the following inherent risks, including but not limited to:

- All manner of injury from physical exertion and cardiovascular output, including dizziness, shortness of breath, chest discomfort, leg cramps, sprains and/or strains;
- All manner of injury resulting from use, misuse, non-use and/or failure of any personal and equipment;
- All manner of injury from exerting and/or stretching various muscle groups;
- All manner of injury arising from tripping and/or falling and impacting against the floor surface, walls, apparatus/equipment, the ground, other participants, or trainers;
- Abnormal blood pressure, lightheadedness or fainting, and irregular heart beat and in rare cases, HEART ATTACK, CARDIAC ARREST, AND EVEN DEATH; and
- Communicable illnesses: close proximity to or contact with others who may have been exposed to or infected with COVID-19 or other communicable illnesses.

Every effort will be made to minimize the risks during your participation in the Program. Staff will be trained in basic cardiopulmonary resuscitation (CPR) and will have access to a semiautomated external defibrillator.

Assumption of Risk

I hereby freely accept and fully assume all risks, dangers, and hazards and the possibility of personal injury, death, property damage, or loss arising out of, associated with or relating to my participation in the Program. I acknowledge that there will be no physician in attendance during my participation in the Program and as such, I agree to be solely responsible for any injury, loss or damage that may occur or be sustained during my participation in the Program. Further, I agree that if Brock University, in its sole discretion and on my behalf, should secure any medical advice or services as it may deem necessary for my health and safety, that I shall be financially responsible for such medical advice or services.

Participant Attestation

In consideration of participating in the Program, I represent that I understand the nature of the Program, and that I am in good health, and proper physical condition to participate in such Program. I agree that I have an appropriate level of skill and experience to participate in the Program. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Program. I agree that I will follow all instructions, rules and health and safety regulations in taking part in the Program.

I am aware that by participating in the Program, I may be exposed to many risks that may result in, amongst other things, illness, physical injury, partial or total disability, death and/or property loss or damage. I also understand that there may be other risks either not known to me, or not readily foreseeable at this time. I fully accept and assume and agree to be solely responsible for all such risks and responsibility for losses, costs, and damages I incur as a result of my own participation in the Program.

Privacy Clause

Brock University is committed to maintaining the privacy of personal information collected. By signing this clause, I acknowledge that personal information collected may be used by Brock University SeniorFit, Heart Strong, Power Cord or Brock TEAM program to meet the needs of the program engaged for. Further, Brock University SeniorFit, Heart Strong, Power Cord, or Brock TEAM program may use the information collected for mailing list purposes.

Brock University protects your privacy and your Personal Information. The Personal Information requested on this form is collected under the authority of the Brock University Act, 1964, and in accordance with the Freedom of Information and Protection of Privacy Act (“FIPPA”). The information will be used to ensure we are compliant with university policies for Brock University SeniorFit, Heart Strong, Power Cord, or Brock TEAM programming. Direct any questions about this collection to the Centre Manager at 905-688-5550 ext. 5589, or healthyniagara@brocku.ca.

Medical Waiver

If during my participation in the Program, 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 are necessary to protect my health and well-being, including, if necessary, securing emergency medical treatment. I acknowledge and agree that Brock University will not be responsible for any medical/health expenses that may be incurred as a result of my participation in the Program.

WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION

I hereby agree:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Brock University, its Board of Trustees, officers, employees, students, agents, volunteers, and independent contractors, its members, and officers (all of whom will be 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 Program 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 ALLOWED UNDER THE OCCUPIER'S LIABILITY ACT in Ontario's RSO C.O.2, AMENDED ON THE PART OF THE RELEASEES;**
- 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 Program and any associated activities; 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.**

This Agreement 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 subject matter

of this Agreement (including, but not limited to, participating in the Program) and the 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 HAVE CAREFULLY READ, FULLY UNDERSTAND, HAVE HAD AN OPPORTUNITY TO CONSULT WITH A LAWYER, AND FREELY AND VOLUNTARILY ACCEPT THE TERMS CONTAINED WITHIN THE AGREEMENT AND UNDERSTAND THAT I, ON MY OWN BEHALF, AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I confirm that I have the authority to enter into this Agreement and understand that the terms contained herein are legally binding. I understand and agree that the assumption of risk contemplated herein is intended to be broad and inclusive as possible by the applicable laws of Canada and that if any portion hereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

Participant Name – Please print

Signature of Participant

Witness Name – Please print

Signature of Witness

Date