

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

LAND-BASED ACTIVITIES

PLEASE READ CAREFULLY: BY SIGNING THIS DOCUMENT, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS IF YOU ARE UNDER 18 YEARS OLD, THIS FORM MUST BE COMPLETED BY A PARENT OR LEGAL GUARDIAN As a participant (the "Participant"), or the parent or legal guardian of a Participant (each individually, "I"), in the activity detailed above (the "Activity"), I agree to the following terms and conditions and provide the following waiver, assumption of risk and indemnity to Brock University ("Brock"):

1. Activity Waiver

This activity may involve the following risks:

General Risks:

- i. theft, vandalism or loss of personal property;
- ii. physical strain or exhaustion;
- iii. any manner of injury resulting from motor vehicle or traffic accidents;
- iv. any manner of injury resulting from use, misuse, non-use and failure of any equipment;

Activity specific risks:

- i. all manner of injury from physical exertion and cardiovascular output, including dizziness, shortness of breath, chest discomfort, leg cramps, sprains and/or strains;
- ii. all manner of injury resulting from misuse, non-use and/or failure of any equipment;
- iii. all manner of injury from exerting and/or stretching various muscle groups;
- iv. all manner of injury arising from falling and impacting against the floor surface, walls, apparatus/equipment, or other participants;
- v. while outside, all manner of injury resulting from falls on steep, slippery and/or uneven terrain or from impact or contact with trees, rocks, or obstructions, whether visible or non-visible;
- vi. while outside, any injury or illness (including communicable illness) resulting from exposure to cold, wet or windy weather or the effects of heat and strong sunlight or the effects of insect bites or exposure to individuals with an illness (including communicable illness).

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

I am aware that by participating in the Activity, the Participant and/or I may be exposed to many risks that may result in, amongst other things, illness (including communicable 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 or the Participant's, participation in the Activity.

2. Medical Waiver

If during my, or the Participant's, participation in the Activity, I, or the Participant, 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 staff to take whatever measures are necessary to protect my or the Participant's, health and well-being, including, if necessary, securing emergency medical treatment. I acknowledge and agree that Brock will not be responsible for any medical/health expenses that may be incurred as a result of my or the Participant's participation in the Activity.

3. Indemnity and Release

In consideration of the opportunity to participate in the Activity, I hereby release and discharge Brock and its administrators, directors, agents, officers, volunteers and employees ("Releasee") from all liability of any nature whatsoever, including without limitation, NEGLIGENCE, INCLUDING NEGLIGENT SUPERVISION OR FAILURE TO SUPERVISE, breach of contract, breach of statutory or other duty of care, or for any use or publication of the Media, and for all claims, demands, losses or damages howsoever caused or alleged to be caused in whole or in part by the Releasee, excepting only claims or losses arising directly as a result of a Releasee's gross negligence or willful misconduct. I further agree that I will be liable to the Releasee for and indemnify and hold harmless the Releasee from and against any and all claims, demands, losses or damages which may be brought, alleged or made against Brock or which the University may pay or incur as a result of or in connection with my participation in the Activity where the loss or damage is caused by my negligence or willful misconduct, alleged negligence or willful misconduct or any other cause except the negligence or willful misconduct of Brock.

4. General

I affirm that I am over the age of majority and have the right to contract in my own name. I understand and agree that this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death or incapacity. This agreement may not be modified except in writing and signed by Brock University. If any portion of this agreement is held to be invalid the balance, notwithstanding shall continue in full force and effect.

5. Insurance

I understand that Brock University does not carry accident or injury insurance for my benefit and that it is my responsibility to ensure that I have adequate medical, dental, travel, and accident or injury insurance, as well as insurance for the personal possessions I will be bringing to participate in the Activity. I agree to be solely responsible for any loss or injury of any nature whatsoever arising as a result of my failure to obtain such insurance or as a result of the type of insurance I purchase.

I am at least 18 years of age, and I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, including rights which my heirs, next of kin, executors, administrators and legal representatives may have against the Releasee, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

JURISDICTION

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 my membership and use of the Walker Sports Complex and the waiver and the parties hereby attorn to the jurisdiction of Ontario courts.

ACKNOWLEDGEMENT

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.

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.

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