

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

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

Participant Name: (please print) _____

Address and Telephone: _____

This release is given on the date written below by the undersigned (hereinafter described as "I") to the University of Ontario Institute of Technology ("Ontario Tech") of the city of Oshawa in the Province of Ontario. In consideration of my participation in the _____ trip to _____ on _____ and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

ASSUMPTION OF RISKS:

I am aware that the _____ trip to _____ on _____ involves inherent risks, dangers and hazards including, but not limited to accidents or injuries resulting from:

- **TRANSPORTATION:** Accidents and injuries resulting from travelling or commuting in motor vehicles such as cars, vans, motorcycle or bus;
- **WEATHER:** Injury or illness resulting from exposure to heat, sunlight, humidity, wind, inclement weather, floods, and natural disasters;
- **ENVIRONMENTAL CONDITIONS:** Injury or illness resulting from exposure to uneven terrain, animal and plant life, allergens, and pollution;
- **FACILITIES/EQUIPMENT:** Injury resulting from use, misuse or non-use of facilities, equipment, personal protective equipment, whether or not in accordance with instructions; and
- **ACTIVITIES:** any injury or illness resulting from the activities that are known, or ought to have been reasonably known, to occur during the Field Trip (e.g.; walking, sports, dance, cooking, building, computer use).

I acknowledge and agree that my participation in the _____ trip is completely voluntary and is not a requirement of, or related to, my academia at Ontario Tech. I confirm that I am in good health and in proper physical condition to safely participate in the _____ trip. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the _____ trip, and I agree to withdraw immediately if at any point my continued participation would create a risk of danger to myself or to others.

I also understand that Ontario Tech cannot accept responsibility for the acts or omissions of independent agencies including the operators, providers of food services and accommodation, and medical treatment. **I understand that I am responsible for my own health, medical, dental, and property insurance.** I freely accept and fully assume all risks, dangers and hazards, including the possibility of personal injury, death, property damage, expenses and other costs, losses, delays or inconveniences resulting therefrom or from the acts or omissions of Ontario Tech and the RELEASEES.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of Ontario Tech allowing me to participate in the planned activities of the _____ trip to _____ on _____, I hereby agree as follows:

- _____
Initials

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in future have against Ontario Tech and its directors, officers, employees, agents and volunteers (all of whom are hereinafter collectively referred to as "the RELEASEES"), arising directly or indirectly from the _____ trip to _____ on _____;
- _____
Initials

2. 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 or presence at the _____ trip to _____ on _____, 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, RSA 1980 C. 0-3 AS AMENDED, ON THE PART OF THE RELEASEES AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE _____ TRIP REFERRED TO ABOVE;
- _____
Initials

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 or presence at the _____ trip to _____ on _____;
- _____
Initials

4. THAT THIS AGREEMENT shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event the Physical Activity results in my death or incapacity;
- _____
Initials

5. THAT THIS AGREEMENT shall apply, and have priority over any previous oral or written agreement, representation, term or condition to the contrary;
- _____
Initials

6. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario;
- _____
Initials

7. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario.

I CONFIRM I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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. ANY QUESTIONS THAT I MAY HAVE HAD WERE ANSWERED TO MY SATISFACTION.

Participant _____
Signature _____ Date _____

Witness _____
Name (please print) _____ Signature _____ Date _____

This Agreement must be completed in full, signed, dated and witnessed prior to engaging in the trip activities.

Personal information on this form is collected under the authority of the *University of Ontario Institute of Technology Act, SO 2002, c. 8, Sch. O.* and will be collected, protected, used, disclosed and retained in compliance with Ontario's *Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. F.31*. This information will be used to administer activities organized by ONTARIO TECH. Questions regarding the collection of your personal information may be directed to: ONTARIO TECH Access and Privacy Office, 2000 Simcoe Street North, Oshawa, ON L1H 7K4, 905.721.8668, ext. 6705, email: accessandprivacy@uoit.ca.