

**RELEASE OF LIABILITY, WAIVER OF CLAIMS**

**AND ASSUMPTION OF RISKS AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

**PLEASE READ CAREFULLY**

**Participant’s Initials: \_\_\_\_\_\_\_\_\_\_**

TO: THE GOVERNORS OF TRENT UNIVERSITY

NAME OF PARTICIPANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS OF PARTICIPANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACTIVITY (include details of higher risk activities): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF ACTIVITY COORDINATOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE(S) AND LOCATION OF ACTIVITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## ASSUMPTION OF RISK

I am aware that participating in the activities of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** has inherent risks, including but not limited to:

(Please include **activity specific risks,** the following are examples of types of risks)

- any manner of injury, including death, resulting from use, misuse, non-use and failure of any equipment, including vehicles;

- concussion or traumatic head injury;

- environmental hazards (allergies, illness, interaction with wildlife, exposure to hazardous substances, etc.);

- natural hazards resulting in death, injury or property damage (weather, terrain, fire, etc.);

- negligence or criminal acts of others;

- theft, vandalism, or loss of personal or intellectual property.

- 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.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, pertaining to the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**RELEASE OF LIABILITY AND WAIVER OF CLAIMS AGREEMENT**

In consideration of Trent University allowing me to participate in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and other good and valuable consideration, the sufficiency and receipt of which is irrevocably acknowledged, I agree as follows:

1. To waive any and all claims that I have or may have in the future against Trent University, its governors, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as the “Releasees”); and

2. To release the releasees from any liability for any loss, damage, death, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in \_\_\_\_\_\_\_\_\_\_\_\_\_\_, including, but not limited to, negligence, breach of contract, or breach of any statutory or other duty of care, including failure on the part of the releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the activities referred to above; and

3. 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.

This information is collected under the authority of the Trent University Act, Section 18 (3) (c) and will be used to collect your information for contact purposes (if you will be using this personal information for other reasons, please specify the reason for this collection of information). Questions or concerns about the collection or use of this information may be directed to Access and Privacy Officer, University Secretariat, 705-748-1011 x 1387.

**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\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PARTICIPANT SIGNATURE OF WITNESS

This agreement must be completed in full, signed, dated, and witnessed before the participant may participate in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Please keep a copy of this waiver for your departmental records and c.c. Risk Management Dept.