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

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUIT OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

NAME

ADDRESS

Activity | SFU – Whistler Trip | Date(s) | September 21, 2019

This Agreement applies to and protects Simon Fraser University (SFU) and its Board of Governors, officers, directors, employees, volunteers, representatives, successors and assigns and any organisers, coaches, instructors, volunteers, or others acting on SFU’s behalf in connection with the SFU - Whistler Trip activities (collectively, the “Releasees”)

In consideration for being permitted to participate in the SFU - Whistler Trip activities including the use of any facilities, premises and equipment owned, leased or rented by SFU and any associated travel to and between venues (collectively the “Activities”) I acknowledge and agree to the following:

ASSUMPTION OF RISKS

Initial

☐ I am aware that participation in the Activities involves various risks, dangers and hazards, including but not limited to falling or being struck while boarding, alighting or being transported by vehicles or gondolas; accidents, breakdown and delays; trips and falls due to uneven or irregular terrain; wearing inappropriate or ill-fitting footwear or clothing; overexertion; getting separated from group members or guides; eating unsafely prepared, labelled or stored food or drinks or street crime such as pickpocketing, purse snatching, harassment or being targeted for scams.

☐ I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. Minor injuries may include, but are not limited to: grazes, cuts and bruises, blisters or muscle soreness, disorientation or upset. Serious injuries are less common, but may sometimes occur. They include, but are not limited to strains, sprains or fractures; infections or food poisoning; traumatic mental stress and / or loss of personal property. Catastrophic injuries leading to death, or serious disability are rare; however, they are possible.

☐ I understand that it is my responsibility to learn about and understand the risks, dangers and hazards of participation and have read and agree to abide by any rules or posted signage. I will seek further information from Activities organisers if I require more information about the risks, dangers and hazards of participation. If I notice unsafe conditions, I will stop participating and will immediately notify the organizers.

☐ I am physically fit and have not been advised by a qualified medical professional not to participate in the Activities. I acknowledge that medical treatment may not be readily available. If I suspect my health could be at risk for any reason, or that I could aggravate a pre-existing condition of any kind, I will not participate. I will wear appropriate clothing and footwear and use equipment as instructed. I have appropriate medical insurance based on my own needs and I understand that Simon Fraser University will not be providing nor arranging for any medical coverage and that I will be personally responsible for all medical costs and deductibles not covered by my personal insurance.

☐ I agree to be responsible for the security of my personal items including but not limited to eye glasses, clothing, footwear, electronics and other personal equipment and that insurance of such items is my responsibility.

☐ I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.
RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of the Releasees permitting my participation in the Activities, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees arising out of any aspect of my participation in the Activities and 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 during my participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS LIABILITY ACT**, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Activities;

3. This Release 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;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this Agreement.

I CONFIRM THAT I AM THE FULL AGE OF NINETEEN (19) YEARS AND I HAVE READ AND UNDERSTOOD 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.

Signed this ______ day of __________________, 20____.

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<th>Signature of Participant</th>
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This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement applies to the SFU - Whistler Trip activities and is valid from September 2019 to December 2020. Waiver renewals may be obtained by contacting SFU Safety and Risk Services. More information about waivers may be found at https://www.sfu.ca/srs/risk.html.