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 SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

NAME

ADDRESS

<table>
<thead>
<tr>
<th>Activity</th>
<th>Sea-to-Sky Gondola Excursion</th>
<th>Date(s)</th>
<th>June 5, 2019</th>
</tr>
</thead>
</table>

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 this off campus recreational trip (collectively, the “Releasees”)

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

ASSUMPTION OF RISKS

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 irregular or slippery surfaces or tripping hazards; falls from heights; exposure to lakes and streams; encounters with wildlife, unfamiliar vegetation or insects; unexpected changes in weather conditions and separation from group members or guides.

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries. Minor injuries may include, but are not limited to: bruises, grazes, cuts, bites, blisters or muscle soreness, rashes or minor allergic reactions, mild heat or cold injuries, dehydration, disorientation and/or emotional distress and loss of personal property. Serious injuries are less common, but may sometimes occur. They include, but are not limited to strains, sprains or fractures; injuries to internal organs; infections or food poisoning; serious heat or cold related illnesses such as hypothermia or heat exhaustion and traumatic mental stress. Catastrophic injuries leading to death or serious disability are rare; however, I acknowledge that they are possible.

I understand that it is my responsibility to learn about and understand the risks, dangers and hazards of participation and agree to follow all safety instructions, 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 have satisfied myself and believe that I am physically and mentally able 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 understand that if I choose to participate in any activities not organized by SFU I do so at my own risk and that SFU is not responsible or liable for any injury, damage, loss, accident, delay or other irregularity caused by the negligence or default of third parties.

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, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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___.

Signature of Participant

Print name clearly

Signature of Witness

Print name clearly

This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement applies to SFU organized off campus recreational trips and is valid from January to December 2019. 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.