## SFU RECREATION

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

(hereinafter referred to as the “Release Agreement”)

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**PLEASE READ CAREFULLY!**

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**ACTIVITIES, PROGRAMS, EVENTS AND PERSONS COVERED BY THIS RELEASE AGREEMENT**

This Release Agreement applies to the use of all facilities, premises and equipment and participation in all activities, programs or events mentioned in the SFU Rec Guide or SFU Recreation Website: www.sfu.ca/recreation, including all participation in activity classes, aquatics and fitness programs and classes, intramural programs and SFU Student Sport Clubs (“all of which are hereinafter collectively referred to as “SFU Recreation Programs”)

This Release Agreement applies to and protects Simon Fraser University and its Board of Governors, officers, directors, employees, agents, independent contractors, subcontractors, representatives, successors and assigns and all instructors, coaches, managers, volunteers, sponsors, officials and officers in any way involved or connected with SFU Recreation Programs and other SFU Recreation members including all Student Sport Club members while involved in SFU Recreation Programs (all of whom are hereinafter collectively referred to as “the Releasees”)

**ASSUMPTION OF RISKS**

I am aware that participation in SFU Recreation Programs involves various risks, dangers and hazards, including but not limited to the risk of serious injury or death and negligence on the part of the Releasees, which includes failure by the Releasees to take reasonable steps to safeguard or protect me from injury or from the risks, dangers and hazards of participation in SFU Recreation Programs. Many of the SFU Recreation Programs are unsupervised. I understand that it is my responsibility to learn about and understand the risks, dangers and hazards of participating in SFU Recreation Programs and that I may contact an SFU Recreation Program co-ordinator if I require more information on this.

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 SFU Recreation Programs, 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 SFU Recreation Programs 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 SFU Recreation Programs, 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, AND ALSO INCLUDING THE 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 SFU Recreation Programs;

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 Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of SFU Recreation Programs, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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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