MINOR'S NAME

ADDRESS

Street Address

City

Province

Postal Code

TELEPHONE

Primary

Secondary

EMAIL

In exchange for my minor child (the "Minor") being given access to SFU Athletics & Recreation ("A&R") facilities, premises and equipment, including but not limited to access to certain A&R activities, programs & events such as fitness, aquatic, and sporting classes and/or programs (collectively, the "A&R Activities"), I agree to the following:

1. I hereby waive any and all claims that I have or may in the future have against SFU 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 A&R Activities and other SFU A&R members including all student sport club members and varsity athletes while involved in A&R Activities (collectively, the "Releasees") arising out of any aspect of the Minor's participation in A&R Activities, and release the Releasees from any and all liability for any loss, damage, expense or injury including death that the Minor may suffer arising in any way out of the Minor's participation in A&R 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 Occupier's 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 the Minor from the risks, dangers and hazards generally associated with A&R Activities. If, despite this release, I, the Minor, or anyone on the Minor's behalf makes a claim against any of the Releasees I shall indemnify, defend and hold harmless the Releasees from any and all liability relating in any way to the Minor's participation in A&R Activities.

2. I hereby indemnify, defend and hold harmless the Releasees from any and all liability for any damage to property of or personal injury to any third party resulting in any way out of the Minor's participation in A&R Activities.

3. I am aware that participation in A&R Activities 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 the Minor from injury or from the risks, dangers and hazards of participating in A&R Activities. Many A&R Activities are unsupervised. I understand that it is my responsibility, as the parent or guardian of the Minor, to learn about and understand the risks, dangers and hazards of participating in A&R Activities and that I may contact an A&R staff member if I require more information on these risks, dangers and hazards. I FREELY CONSENT TO THE MINOR'S PARTICIPATION IN A&R ACTIVITIES AND UNDERSTAND, ACCEPT AND ASSUME ALL SUCH RISKS TO WHICH THE MINOR MAY BE EXPOSED, KNOWN AND UNKNOWN, FORESEEABLE AND UNFORESEEABLE, AND ASSUMES ALL RESPONSIBILITY FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

4. I further acknowledge and agree that the Releasees have made no verbal or written representations or warranties in respect of the Minor’s safety during A&R Activities or the quality, condition or suitability of any equipment, facilities or services provided during any A&R Activities, and no statements made by anyone affiliated with SFU will supersede the foregoing.

5. This Agreement will be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

6. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and I expressly submit to the exclusive jurisdiction of the courts of British Columbia and all courts competent to hear appeals therefrom.

I CONFIRM THAT 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__.  

This Assumption of Risk Agreement is to be signed in the presence of and witnessed by an SFU Athletics & Recreation (A&R) Representative:

<table>
<thead>
<tr>
<th>Minor’s Name</th>
<th>Witness Name</th>
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<tr>
<td>(please print)</td>
<td>(SFU A&amp;R Representative)</td>
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<tr>
<th>Parent/Guardian’s Name</th>
<th>Signature of Parent/Guardian</th>
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<tr>
<th>Signature of Witness</th>
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The information on this form is collected under the general authority of the University Act (R.S.B.C. 1996, c.468). It is related directly to and needed by the University to manage and provide recreation programs and services for patrons. The information will be used to validate gym memberships, verify membership use of recreation facilities and participation in recreation instructional programs, drop-in programs and intramural sports leagues, administer the liability, waiver and indemnity agreement, and monitor patron conduct. If you have any questions about the collection and use of this information please contact the SFU Recreation Office, 8888 University Drive, Burnaby B.C. V5A-156. 778-782-4906.