ASSUMPTION OF RISKS AND INDEMNITY ACKNOWLEDGEMENT

PLEASE READ CAREFULLY!

NAME

ADDRESS

TELEPHONE

SFU STUDENT NO.

SFU EMPLOYEE NO. (If Applicable)

SFU STUDENT NO.

SFU EMPLOYEE NO. (If Applicable)

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

This Release Agreement applies to the travel, transportation, facilities, premises, instruction, and related activities, and to participation in all activities, programs, or events including but not limited to participation in extracurricular, sporting, recreation, athletic, tourism, sight-seeing, cultural, team-building, and travelling activities or events, any of which are either personal activities or otherwise (collectively, the “Activities”). This Release Agreement applies to and protects 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 the Activities and other SFU Activity members including SFU faculty, staff, and students while involved in Activities (collectively, the “Releasees”)

ASSUMPTION OF RISKS

I am aware that participation in the Activities involves risks, dangers and hazards, including but not limited to the risk of serious injury or death, property damage, expense and other loss, delay or inconvenience, 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 the Activities. Many of the Activities are unsupervised and involve risks inherent in travel which include but are not limited to transportation accidents, crime, theft, diseases (including those transmitted by insects), outdoor sporting and recreation risks including traversing uneven surfaces, trips and falls including those from heights, and inclement weather (including severe wind, storms, lightning, fog, cold, heat, rain, freezing rain, and snow) and weather related impacts including loss of power, blocked roadways, damage, and disorientation. The Activities may also involve the inherent risks of urban city traffic, transportation accidents (including personal vehicles, aircraft, bus, and taxi) and overnight accommodation, including but not limited to crime, and theft or damage to personal property. The Activities may include the services of independent travel agents, buses, trains, ferries, and airlines. It is possible that the Activities might not be completed, or that individual courses or activities may be curtailed or cancelled, due to weather, illness, political disturbances, earthquakes, terrorism, motor vehicle or transportation accidents, transportation problems, failure to perform on the part of the travel agents or airlines, or other circumstances either within or beyond the control of Simon Fraser University.

I understand that it is my responsibility to investigate and learn about the risks, dangers and hazards of participating in the Activities including traveling within the planned jurisdiction and to ensure I have appropriate clothing and footwear for such activities. For more information on the risks and hazards, I may contact the SFU organizers of the Activities. I have appropriate medical insurance based on my own needs and 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 further understand that I may be required to attend orientations and safety lectures and that I must at all times abide by the SFU Student Conduct and Discipline policies while participating in the Activities.

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 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;

2. 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;

3. 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

4. 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 the Activities, 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.

Signed this ______ day of __________________, 20___.

Signature of Participant

Please print name clearly