

**THE UNIVERSITY OF OTTAWA RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.**

WARNING: BY SIGNING THIS DOCUMENT YOU UNDERSTAND THE RISKS ASSOCIATED WITH THE TEAM; YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE; AND YOU ARE AGREEING TO ASSUME FINANCIAL RESPONSIBILITY FOR ANY DAMAGE TO THIRD PERSONS OR THEIR PROPERTY CAUSED BY YOU.

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

PARTICIPANT TELEPHONE NUMBER: _____

I, the undersigned participant, am voluntarily participating as a student athlete on the University of Ottawa _____ team (hereinafter referred to as the "**Team**") during the time period between _____ and _____ AND I THEREFORE STATE AS FOLLOWS:

ASSUMPTION OF RISK AND RESPONSIBILITY

1. I AM AWARE of the possibility of property damage, personal health and safety risks and injury due to the location and my voluntary participation with the Team. These may include, but are not limited to the following:

Terrain: Any manner of injury resulting from falls on steep, slippery or uneven terrain.

Weather: Any injury or illness resulting from exposure to cold, wet or windy weather, or the effects of heat and sunlight.

Equipment: Any manner of injury resulting from the use, misuse, non-use and failure of any equipment required for the activity.

Remoteness: the possibility of becoming lost and inability to access medical help in an emergency.

Wild Animals: rodents, birds, other domestic or non-domestic animals.

Hazards : all manner of injury or death resulting from motor vehicles, theft, vandalism, falling and impacting terrain features, being caught in avalanches, tree wells, crevasses, creek beds, rockfall, deadfall, flood, contact with rocks, trees, obstructions and or hypothermia.

2. I FREELY ACCEPT and FULLY ASSUME all risks, dangers and hazards and the possibility of personal injury, death or loss resulting from such risks, dangers and hazards and associated with my travel and participation with the Team.

3. I ACKNOWLEDGE my responsibility to discuss my participation in the Team with my physician.

4. I AGREE to secure adequate medical, dental, accident and all other forms of insurance coverage that may apply to me and my travel (if any) and participation with the Team, and UNDERSTAND that if an incident or accident involving my vehicle occurs, the insurer of my vehicle will respond and not the insurer of the University of Ottawa.

5. I ACCEPT full legal and /or financial responsibility arising from my conduct whether such conduct is in connection with the Team or whether it arises from other events that are not associated with the Team.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

IN CONSIDERATION of my voluntary participation with the Team and my decision of using my own vehicle (if applicable and approved in writing in accordance with the Competitive Sports Clubs Policy, Procedures and Operations Manual), I AGREE as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS arising from my participation with the Team that I have or may have in the future against the University of Ottawa, its officers, employees, students, agents, volunteers, game officials and independent contractors (all of whom are hereinafter collectively referred to as the **Releasees**);
- 2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer and arising from my participation with the Team due to any cause whatsoever including NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.
- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from or in connection with my participation with the Team;
- 4. THAT I have fully informed the person designated below as my next of kin concerning my participation with the Team; that he or she has agreed to act as my next of kin; and that I AUTHORIZE the University of Ottawa to contact the person designated below to or to disclose this information in case of emergency or where there is a health and safety issue unless I revoke or change the appointment by notifying the University of Ottawa in writing.

Name: _____

Telephone number (home) _____ (work) _____ (cell) _____

- 5. This 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.

In entering into the Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in the Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I HAVE AVAILED MYSELF OF THE OPPORTUNITY TO SEEK ADVICE, WHETHER LEGAL OR OTHERWISE 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 AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____ in the year _____ at the city of _____, in the Province of _____.

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

SIGNATURE OF PARENT/LEGAL GUARDIAN if Participant is under 18 years of age

This agreement must be completed in full, signed, dated, witnessed before the participant’s involvement with the Team.