



TO: THE BOARD OF GOVERNORS of YORK UNIVERSITY

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

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE. PLEASE READ CAREFULLY!**

Initials:

PARTICIPANT NAME (Please Print): _____ STUDENT # (if applicable): _____

ADDRESS (Street Name & #): _____ CITY: _____ PROV: _____

TELEPHONE NUMBER(S): _____ EMAIL: _____

EVENT:
EVENT DATE(S):
EVENT LOCATION:

*****Parents/Guardians, please complete the "CONSENT TO PARTICIPATE" section below and sign the back page if the Participant is 18 years of age or younger.*****

*****CONSENT TO PARTICIPATE**

I, _____, the parent or legal guardian of _____, hereby give my consent to his/her participation in the event as stated above (the "Event") at York University.

DISCLAIMER

The Board of Governors of York University, their officers, directors, agents, contractors, employees, volunteers, members and representatives of the Event (all hereunder collectively referred to as "the Released Parties") are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the activities/events as stated above (the "Event") and related activities of the Event provided through the Released Parties, including injury, loss or damage which might be caused by the Negligence of the Released Parties. I am aware that participating in the Event has some inherent risks.

ASSUMPTION OF RISK

I understand that by virtue of my participation or involvement in all activities related to the Event, that I will be exposed to risks of loss including financial loss, severe injury or death. I acknowledge the existence of known risks and potential unknown risks which may include, but are not limited to the following:

- Falls to the ground due to uneven or irregular terrain or surfaces;
- Injuries resulting from contact, collisions or malfunctioning structures and equipment;
- Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- Spinal cord injuries which may render me permanently paralyzed;
- Being struck by other participants, spectators, equipment or vehicles;
- Vigorous physical exertion and strenuous cardiovascular activities associated with the Event;
- Potential for bone and muscular skeletal injury, such as sprains and strains; episodes of light headedness, fainting, chest discomfort, leg cramps and nausea;
- Failure to follow directions from those in charge of the event; and
- Loss due to theft of personal property (e.g. bags, other valuables).

I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage, expense and other loss delay or inconvenience resulting there from or from acts or omissions, including negligence of the Releasees.

Initials: _____

I understand that I am solely responsible for my own health, medical, dental, and property insurance.

Initials: _____

NOTE: This agreement must be completed in full, signed, dated, witnessed, and must be initialed where indicated before the participant may participate in the Event. Rev January 12, 2016

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **the Released Parties** allowing me to voluntarily participate in the Event, I hereby agree as follows:

1. **RELEASE AND WAIVE** as against **the Released Parties** any and all losses, liabilities, damages, injuries including death, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, howsoever arising out of or in connection with my participation in the Event.

_____ (initial here that you have read paragraph)

2. I shall indemnify and hold harmless the Released Parties from any and all losses, liabilities, damages, injuries, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the **Occupiers Liability Act, RSO 1990 c.o.2.**, as amended, on the part of the released parties, howsoever arising out of or in connection with my voluntary participation in the Event.

3. This Agreement is governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. This Agreement survives termination of my participation in the Event. This Agreement cannot be modified or interpreted except in writing by York University and no oral modification or interpretation is valid.

4. This Agreement ensures to the benefit of and is binding upon me, my heirs, next of kin, executors, administrators, representatives, successors and assigns.

ACKNOWLEDGEMENT

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

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY VOLUNTARILY 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 _____, 20_____

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

***SIGNATURE OF PARENT/GUARDIAN

PRINT NAME OF PARTICIPANT

PRINT NAME OF WITNESS

***PRINT NAME OF PARENT/GUARDIAN

EMERGENCY CONTACT INFORMATION:

PERSON TO CONTACT IN CASE OF EMERGENCY

RELATIONSHIP TO PARTICIPANT

EMERGENCY PHONE NUMBER(S)

EMERGENCY EMAIL (optional)

PHOTO and VIDEO RELEASE: I authorize York University to use any photograph(s) and/or videos that are taken of me while I am participating in events for promotional materials and media articles. Initials: _____

Privacy: Personal information in connection with this form is collected under the authority of *The York University Act, 1965* and will be used for the purpose of administering your participation in the Event/event and related purposes. If you have any **questions about the collection, use and disclosure** of your personal information by York University, please contact: Information and Privacy Office at York University, 4700 Keele Street, Toronto, Ontario, M3J 1P3, 416-736-2100.

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