

**ASSUMPTION OF RISK, RELEASE OF LIABILITY AND**

**INDEMNITY AGREEMENT**

**WARNING - PLEASE READ CAREFULLY**

By signing this agreement you will waive certain legal rights, including your right to sue.

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| **Activity Description:** | **Date of Activity:** |
| **Name of Participant (please print):** | **Life-threatening Allergies: Yes/No**  **If yes, explain:** |

**TO: THE UNIVERSITY OF THE FRASER VALLEY (“UFV”)**

**DESCRIPTION OF RISK**

I understand that by participating in the above named activity, program or membership (the “Activity”), I may be exposed to the following inherent risks, including but not limited to the following:

• all manner of injury from physical exertion and cardiovascular output, including dizziness, shortness of breath, chest discomfort, muscle cramps, sprains, strains, contusions and/or fractures;

* all manner of injury from exerting and/or stretching various muscle groups;

• all manner of injury arising from falling and impacting against the floor surface, walls, apparatus/equipment, the ground or other participants;

• while outside, any injury or illness resulting from exposure to cold, wet or windy weather or the effects of heat and strong sunlight or the effects of insect bites.

**ASSUMPTION OF RISK**

I hereby freely accept and fully assume all such risks, dangers and hazards and the possibility of PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS arising out of, associated with or relating to my participation in the Activity. I agree that if UFV, in its sole discretion and on my behalf, should secure any medical advice or services as it, in its sole discretion, may deem necessary for my health and safety, that I shall be financially responsible for such medical advice or services.

**RELEASE OF LIABILITY AND INDEMNITY**

I hereby agree to WAIVE ANY AND ALL CLAIMS that I have or may have against UFV, its Board of Governors, officers, employees, students, agents, volunteers, and independent contractors (the “UFV Parties”).

I further agree to RELEASE the UFV Parties from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the Activity due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY DUTY OF CARE owed on the part of the UFV Parties.

I further agree to INDEMNIFY AND HOLD HARMLESS the UFV Parties from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the Activity.

Initial here that you have read the above paragraphs: \_\_\_\_\_\_

**PHOTO/VIDEO CONENT:**

I hereby authorize UFV to take photographs and/or videos of me during the Activity, and to display and otherwise use these photographs and/or videos without charge solely for the purpose or promotional material in connection with UFV and/or Cascade Athletics.

Initial here that you have read the above paragraphs: \_\_\_\_\_\_

**ACKNOWLEDGEMENT**

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

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

|  |  |
| --- | --- |
| Signature of Participant: | Signature of Witness: |
| Date: | Witness (Print Name): |
| Emergency Contact (Print Name): | Telephone Number of Emergency Contact: |

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| --- |
| **Collection Notice**: The personal information requested on this form is collected under the authority of the *University Act,* and in accordance with the *Freedom of Information and Protection of Privacy Act (FIPPA)*. The information will only be used for the purpose of implementing this Assumption of Risk, Release of Liability and Indemnity Agreement. Direct any questions about this collection Steve Tuckwood, Director of Athletics and Recreation at UFV, (604) 504-7441 x-4583 or see [www.ufv.ca/informationprivacy](http://www.ufv.ca/informationprivacy). |

**This agreement must be completed in full, signed, and dated before the participant is allowed to participate in the Activity.**

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**Please check the appropriate boxes and initial that you have read the following questions**:

YES NO Initial

1. Do you read and understand English: \_\_\_\_\_
2. Do you understand the purpose of this waiver? \_\_\_\_\_
3. The Activity has risks. Do you understand these risks? \_\_\_\_\_
4. Are you willing to assume these risks? \_\_\_\_\_

If you have checked “No” to any of the above, please discuss this waiver with the Envision Athletic Centre Operations Coordinator.