

**Faculty of Kinesiology, Sport, and Recreation**

**WARNING - BY SIGNING 'I AGREE', YOU ACCEPT LEGAL OBLIGATIONS AND GIVE UP  
IMPORTANT LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY**

<b>Name:</b>	<b>Last Name:</b>	<b>First Name:</b>
<b>Phone Number:</b>	(    )	<b>Email Address:</b>
<b>Age:</b>		<b>Student or Employee ID / OneCard: (If Applicable)</b>

**TERMS AND CONDITIONS**

This Release Agreement applies to the use of all facilities, premises and equipment and participation in all activities, programs, services or events mentioned in the Campus and Community Program Guide, or the Faculty of Kinesiology, Sport, and Recreation Website, or any/all related advertising, including all participation in for credit/non-credit activity classes, aquatics, fitness programs, intramural programs, sport clubs, Green and Gold Sport System, sporting events, practice sessions or social activities and all other related activities (all of which are hereinafter collectively referred to as the "Programs")

**DISCLAIMER**

I acknowledge that The Governors of the University of Alberta, its officers, directors, agents, contractors, employees, coaches, instructors, trainers, volunteers, members and representatives, (all hereafter collectively referred to as the "University"), are not responsible for any injury, loss or damage of any kind sustained by any person while registered and/or participating in any and all Programs; including injury, loss or damage which might be caused by the negligence of the University.

**ASSUMPTION OF RISKS**

In consideration of participation in any and all Programs, I acknowledge that I am aware of, and freely accept all **risks, dangers and hazards** associated with being a participant in the Programs, including the **risk of severe or fatal injury** to myself or others. These risks include, but are not limited to:

- a) all manner of injuries resulting in muscular and soft tissue damage including bruises, scrapes and cuts, that arise from executing strenuous and demanding physical techniques, contact with other participants and failure in proper use of equipment either by myself and/or other participants;
- b) all manner of injuries resulting in sprains, dislocations, concussions, broken bones, heart attack, stroke, spinal injury and/or tendonitis;
- c) all manner of head, facial, eye and/or dental injuries;
- d) all manner of medical problems resulting from heat exhaustion, dehydration, asthma, communicable diseases, skin rashes, cramps, chemical poisoning, and/or lack of fitness or conditioning as well as any medical problem or injury resulting from exposure to weather conditions, allergens, noxious gases, electrocution, or drowning;
- e) risks that are associated with increased fatigue due to participation;
- f) all manner of injuries and/or death that could result from a physical confrontation whether caused by myself or someone else;
- g) all manner of injuries and/or death that may result from collision with other participants whether in water, on foot, on bikes, or within motor vehicles and/or buses;
- h) all manner of injuries and/or death that may result from any equipment deployed in the Programs including, without limitation, loss or injury arising from the use, misuse, malfunction or breakdown of any equipment;
- i) Negligence on the part of the University, including the failure by the University to safeguard or protect me from the risks referred to above or any other risk arising from the Programs.

Initials: \_\_\_\_\_

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY**

In consideration of the University allowing me to participate in the Programs, I agree:

- 1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the University arising out of any aspect of my participation in the Programs and **TO RELEASE THE UNIVERSITY** from any and all liability resulting from any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer during my participation in the Programs, **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 OCCUPIERS LIABILITY ACT (ALBERTA), ON THE PART OF THE UNIVERSITY;**
  
- 2. **TO HOLD HARMLESS AND INDEMNIFY THE UNIVERSITY:**
  - a) from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the Programs;
  
  - b) from any and all claims, demands, actions and costs which might arise out of my participating in the Programs, even though such claims, demands, actions and costs may have been caused by the negligence of the University.

Initials: \_\_\_\_\_

This Release Agreement shall be governed and interpreted in accordance with the laws of the Province of Alberta.



**ACKNOWLEDGEMENT**

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT** before signing it, that I have executed this Release Agreement voluntarily, and that this Release Agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

**SIGNED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at Edmonton, Alberta.

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Printed Name of Participant**

\_\_\_\_\_  
**Printed Name of Witness**

This agreement must be completed in full (signed, dated, witnessed, and initialed where indicated) before any participant may begin in a Program

**Note: Document must be copied to a single page back to back when used.**

Insurance & Risk Assessment (August 2016)

**Signed documents must be kept** by Faculty of Kinesiology, Sport, and Recreation for five years