



One University. One World. Yours.

APPENDIX C: SAINT MARY'S UNIVERSITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING: By signing this document you will waive certain legal rights, including the right to sue.

PLEASE READ CAREFULLY!

TO: SAINT MARY'S UNIVERSITY

NAME OF PARTICIPANT:

ADDRESS OF PARTICIPANT:

PHONE NUMBER: _____ DATE OF BIRTH: _____

ASSUMPTION OF RISK

Sports Club Name: _____

I am aware that participating in the **Sports Club** has many inherent risks, including but not limited to the risks associated with:

INJURY: Any manner of injury resulting from falling and/or impacting against objects including any outdoor terrain, indoor floor surface, ice surface, walls, apparatus, equipment, other participants or referees.

EQUIPMENT: Any manner of injury resulting from use, misuse, non-use and failure of any equipment, including abrasions or bruising resulting from impact with any equipment.

WEATHER: Any manner of injury or illness resulting from the effects of heat and strong sunlight, lightning or exposure to cold, wet or windy weather, including gales and hurricanes.

HAZARDS OF TRAVEL: Any injury resulting from travel by airplane, train, motor vehicle or other vehicle. Any manner of injury resulting from use of accommodation facilities and/or associated materials, appliances or equipment provisioned for the club while travelling. Any manner of injury resulting from exposure to street life (day or night) and the associated risks and hazards including but not limited to injury resulting from a physical assault of any kind, from automobile accidents, either as a pedestrian or a passenger, or any muscular skeletal injury such as sprains or strains.

PERSONAL PROPERTY: theft, vandalism and or loss of personal property.

OTHER HAZARDS: An increased load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances, may result in a heart attack; potential for bone and muscular skeletal injury, such as sprains and strains; episodes of light headedness, fainting, chest discomfort, leg cramps and nausea.

I freely accept and fully assume any legal responsibility for all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss that arises from such risks, dangers and hazards.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Saint Mary's University allowing my participation in the **Sports Club Program with Saint Mary's University from September 1, 20__ to August 31, 20__**, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Saint Mary's University, and its members, officers, employees, students, agents, volunteers 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 as a result of my participation in the **Sports Club Program with Saint Mary's University** due to any cause whatsoever 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, RSA 1996, C. 27, AS AMENDED ON THE PART OF THE RELEASEES;

_____ (Initial here that you have read paragraph 2)

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 my participation in the **Sports Club Program with Saint Mary's University**; and
4. I understand that it is my responsibility to learn as much as possible about the risks of participating in the **Sports Club Program with Saint Mary's University** and to weigh those risks against the advantages, and to decide whether or not to participate.
5. I understand that it is my responsibility to obtain personal health insurance for the full duration of my participation in the **Sports Club Program with Saint Mary's University**. Any medical expenses, or any other related costs not covered by this insurance are also my responsibility.
6. 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.

_____ (Initial here that you have read paragraph 2)

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees 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, 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 OR GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS

PLEASE PRINT PARENT/GUARDIAN NAME CLEARLY

This agreement must be completed in full, signed, dated, and witnessed and paragraph 2 and 6 must be initialed before the participant may begin the event.