



**Release, Waiver and Indemnity for Visitor Activities at CHTTC**

**ATTENTION: BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.  
PLEASE READ CAREFULLY.**

WHEREAS I wish to attend at and use the facilities in the Canadian Hydrokinetic Turbine Testing Centre (the "CHTTC") operated by the University of Manitoba (the "University") at Seven Sisters Falls, Manitoba, on land licensed by the University from Manitoba Hydro ("MH"), from \_\_\_\_\_, for visitor and/or research and testing purposes (the "Visitor Activities"), I, for myself, my personal representatives, assigns, heirs and next of kin, agree as follows:

**1. Assumption of Risk.**

I UNDERSTAND, APPRECIATE AND ACKNOWLEDGE that there is a risk of injury from using the University's facilities and equipment at the CHTTC, including, but not limited to:

- (a) Falling risks from stairs or any other elevated, raised, steep, slippery or uneven area whatsoever;
- (b) Boat and water-related risks, such as drowning, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of water travel; all of which can result in serious injury or death;
- (c) Possible exposure to airborne pathogens;
- (d) Food-related risks such as reactions, illnesses or infections arising from the consumption of food and water, choking and allergic reactions to food ingredients;
- (e) Bodily-injury risks such as fracturing or breaking limbs or other external or internal bodily injuries (including the potential for serious injury and death) related to the Visitor Activities and/or the use of or exposure to dangerous equipment in, on or about the CHTTC.

I ACKNOWLEDGE, agree and represent that I understand that I am qualified, in good health and in proper physical condition to participate in the Visitor Activities. I further agree that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Visitor Activities.

I FULLY UNDERSTAND that the Visitor Activities may involve risks and dangers of serious injury, including permanent disability, paralysis and death ("risks"); these risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants in the Visitor Activities, the condition in which the Visitor Activities takes place, or the negligence of the University or MH; there may be other risks and social and economic losses; and I fully accept and assume all such risks and responsibility for losses, costs and damages which I incur as a result of my participation in the Visitor Activities.

**2. Medical/Health, Accident Insurance.** Because I am not a University student or employee, I understand that I will not be covered by any University health and/or accident insurance while at the CHTTC and/or using University equipment and facilities. I AGREE THAT:

- (a) I AM SOLELY RESPONSIBLE to ensure that I have adequate medical/health insurance. The University will not provide medical/health insurance. In the event of a medical/health problem, the University accepts no responsibility for any costs associated with a medical/health problem nor will it pay for any medical/health expenses, which may be incurred by me.
- (b) I AM SOLELY RESPONSIBLE to ensure that I have adequate travel insurance if travelling to attend to the CHTTC. The University will provide no travel insurance. The University accepts no responsibility for any

costs associated with travel to or from the CHTTC, nor will it pay for any expenses that may be incurred by me relating to this travel.

- (c) I AM SOLELY RESPONSIBLE to ensure that I have adequate accidental death and dismemberment insurance. I will rely on this private insurance for compensation for any injuries they may sustain while participating in the Visitor Activities.

**3. Release of Liability, Waiver of Claims and Indemnity Agreement.** In consideration of the University allowing me to attend at and use the CHTTC for the Visitor Activities, I AGREE:

- (a) TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the University and/or MH, and their respective board members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively included in the term “Releasees”) as a result of my Visitor Activities;
- (b) TO DISCHARGE, COVENANT NOT TO SUE, AND TO INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees from any and all liability from any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my Visitor Activities due to any cause whatsoever, including without limitation:
  - (i) negligence, breach of contract, breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers’ Liability Act, (Manitoba)* on the part of the Releasees;
  - (ii) any loss or damage to property (including equipment or facilities) or any personal injury (including death) or any inconvenience or delay occasioned by reason of the service or defect in any vessel, carriage, aircraft, bus, motor vehicle or other conveyance or through the act, error, neglect, negligence, default or wilful misconduct on the part of the Releasees;
  - (iii) any loss or damage to property (including equipment or facilities) or any personal injury (including death) caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence of the University or MH or otherwise, including negligent rescue operations;
- (c) TO INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any and all of them may incur if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes claim against any of the Releasees.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THE AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF I have set my hand on the date set out below.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Participant Signature (if over 18)

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Participant Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date