

 **Visitors on Campus – Release, Waiver and Indemnity**

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

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| **Visitor Information**  |
| Date Submitted:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Visitors’ Last Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Visitor’s First Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Visitor’s Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Visitor’s Email Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Visitors’ Birth Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Visitor’s Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Contact Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Contact Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NOTE: This personal information is being collected under the authority of *The University of Manitoba Act*. It will be used to allow you to participate in an Visitor Activities at the University as described in Schedule “A” attached hereto, and may be used in the event of a medical emergency. It will not be used or disclosed for other purposes, unless permitted by *The Freedom of Information and Protection of Privacy Act* (FIPPA). If you have any questions about the collection of your personal information, contact the Access & Privacy Office (tel. 204-474-9462), 233 Elizabeth Dafoe Library, University of Manitoba, Winnipeg, MB, R3T 2N2. |

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| **Release, Waiver and Indemnity** |
| WHEREAS I wish to attend at and use the equipment in the facilities at The University of Manitoba (the “University”) for the purposes as more fully described in **Schedule “A”** of this Visitors on Campus - Release Form (the ``Visitor Activities``); IN CONSIDERATION of the University allowing me to attend and use the equipment at the University for the Visitor Activities, I AGREE as follows: ASSUMPTION OF RISK. I understand, appreciate, and acknowledge there is a risk of injury from using the University’s facilities and equipment including, but not limited to:Food-related risks such as reactions, illnesses or infections arising from the consumption of food and water, choking and allergic reactions to food ingredients;Falling risks from stairs or any other elevated, raised, steep, slippery or uneven area whatsoever;Possible exposure to airborne pathogens;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 and chemicals in or about the University.MEDICAL/HEALTH, TRAVEL and ACCIDENT INSURANCE. Because I am not a University student or employee, I understand that I will not be covered by any health and/or accident insurance while at the University and/or using University equipment and facilities. I agree that:1. **I AM SOLELY RESPONSIBLE** to select and purchase 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.
2. **I AM SOLELY RESPONSIBLE** to select and purchase adequate travel insurance if travelling to attend to the Visitor Activities. The University will provide no travel insurance. The travel insurance should provide coverage against theft, personal accident, personal liability, repatriation and cancellation of tickets. The University accepts no responsibility for any costs associated with these types of problems nor will it pay for any expenses that may be incurred by me relating to these areas.
3. **I AM SOLELY RESPONSIBLE** to select and purchase 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT. In consideration of the University allowing me to attend at and use the facilities at the University for the Visitor Activities, I AGREE:1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against the University, and its board members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively included in the term “University”) as a result of my Visitor Activities;
2. **TO RELEASE THE UNIVERSITY** 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:
3. 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 University;
4. any loss or damage to property or any personal injury (including death) or any inconvenience or delay occasioned by reason of the service or defect in any train, 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 University;
5. any loss or damage to property or any personal injury (including death) or any inconvenience or delay occasioned by the proprietor, employee or service of any hotel, hostel, or other type of accommodation that may be used by me;
6. **TO HOLD HARMLESS AND INDEMNIFY THE UNIVERSITY** from any and all liability for any damage or loss to the property (including accommodations, equipment or facilities) of, or personal injury (including death) to any third party, resulting from my Visitor Activities.
7. **I ACKNOWLEDGE** that I have read and understood this Agreement; that I appreciate and accept the risks associated with the Visitor Activities; that I am waiving my legal rights which I or my heirs, next of kin, executors, administrators and legal representatives may have against the University of Manitoba; and that I have executed this Agreement voluntarily.

IN WITNESS WHEREOF I have set my hand on the date set out below.  Signature (Visitor)  Print Name  Date |

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| **Staff Member Information**  |
| Staff Member’s Name: *[click here to enter text]*    **I understand I am NOT ALLOWED in restricted areas at any time, unless approved by Dean, Director or Department Head [signature to be obtained below].** Staff Member’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Office Location: *[click here to enter text]* Phone Number: *[click here to enter text]*  |

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| **Description of Visitor Activities** |
| Term of Visitor Activities – **Start:** *[click here to enter a date]* **End:** *[click here to enter a date]* Describe project Visitor will be doing or reason for visit **(“Visitor Activities”)**: *[click here to enter text]*Locations: 1) Building: *[click here to enter text]* Room: *[click here to enter text]*  2) Building: *[click here to enter text]* Room: *[click here to enter text]* Please Identify any Hazardous materials located in the laboratory or work area: [ ]  Chemicals [ ]  Radiation emitting devices [ ]  Radioactive materials [ ]  Lasers [ ]  Heavy Equipment [ ]  Biohazardous materials [ ]  Animals [ ]  Mobile Equipment [ ]  Other: *[click here to enter text]***Please describe the control measures that are necessary to protect the Visitor. Please be specific use extra** **space if necessary:** *[click here to enter text]***Please indicate protective equipment, if any, the Visitor will need:** *[click here to enter text]*Is equipment available? If not, please explain: *[click here to enter text]* Detailed written description/assessment of potential hazards attached? [ ] Yes [ ] No (Please be specific and use extra sheets if necessary.) |

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| **Dean or Director Permission**  |
| Permission given by (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Dean or Director) Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

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