ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

THIS IS A BINDING LEGAL AGREEMENT.

BY SIGNING THIS AGREEMENT YOU WILL BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR SEEK COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY BEFORE SIGNING AND CLARIFY ANY QUESTIONS OR CONCERNS BEFORE SIGNING.

Fit to Participate

I understand that it is my responsibility to assess whether any activities are too difficult for me (or my child).
I represent and warrant that I (or my child) do not suffer from any medical condition or disease that would make participating in programs/membership services offered by the University of Manitoba or the use of the University's sport and recreation facilities unreasonable or inappropriate.

Assumption of Risk

By signing below, I understand and acknowledge:

- That there are risks, dangers, and hazards which are inherent in participating in programs/membership services offered by the University of Manitoba or the use of the University's sport and recreation facilities, programs, camps, membership services, intramurals, lessons, training, club sports and competitions and games.

And

- That even under the safest conditions, participation may be hazardous and that my participation (or that of my child) may expose me (or my child) to elements of risk that may include:
- Loss of or damage to personal property;
- Strenuous and demanding physical exertion, strenuous cardiovascular workouts, rapid movements, exertion and tension on various muscle groups which may cause serious injury to bones, joints, ligaments, muscles and heart;
- Exposing underlying health conditions;
- Concussion or other related head injuries including but not limited to closed head injury or blunt head trauma and wellbeing;
- Contact with other participants, instructors, officials, administrators, spectators or other natural or man-made objects, dangers arising from conditions, imperfect field of play or facility conditions, equipment failure or malfunction, inadequate safety measures and participants of varying skill levels;
- Contractions of illnesses, including Covid-19; and
- Other bodily injury such as, the possibility of internal injuries, allergic reaction, fractures, sickness, permanent impairments, paralysis, and even death.

I expressly agree to accept and assume all of the associated risks of participation.

Waiver of Claims - Release of Liability – Indemnity Agreement

In consideration of the University of Manitoba allowing me (or my child) to participate in the programs/membership services, and/or the use of the University's sport and recreation facilities,

I hereby agree as follows:

1. TO ASSUME all risks and responsibility for any damages, liabilities, losses including loss of income, expenses or related loss that are incurred as a result of my (or my child's) participation in any programs, camps, membership services, intramurals, lessons, training, club sports and competitions and games programs/membership services offered by the University of Manitoba or the use of the University's sport and recreation facilities;

2. TO WAIVE ANY AND ALL CLAIMS that I (or my child) have or may in the future have against the University of Manitoba; and

3. TO RELEASE the University of Manitoba and its employees and volunteers from any and all liability for any loss, damage, expense or injury including death that I may suffer (or my child may suffer) as a result of participating in any programs, camps, membership services, intramurals, lessons, training, club sports and competitions and games /membership services offered by the University of Manitoba or the use of the University's sport and recreation facilities 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* ON THE PART OF THE UNIVERSITY OF MANITOBA.

4. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE UNIVERSITY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME (OR MY CHILD)

5. TO HOLD HARMLESS AND INDEMNIFY THE UNIVERSITY from any and all liability for any damage, loss, expense or injury to any third party resulting from my (or my child's) participation in in any programs, camps, membership services, intramurals, lessons, training, club sports and competitions and games /membership services offered by the University of Manitoba or the use of the University's sport and recreation facilities; 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;

6. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Manitoba and no other jurisdiction; and any litigation involving the parties to this Agreement shall be brought solely within the Province of Manitoba and shall be within the exclusive jurisdiction of the Courts of the Province of Manitoba.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the University with respect to the safety or risks of participation, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE UNIVERSITY.

Name: _____ Student Number (if applicable): _____

Address: _____
Address City Province Postal code

Phone: _____ Date of Birth: _____
day/month/year

Email (Student email required if active student): _____

Signature: _____ Witness name: _____
printed
Signature must be of Parent or Legal Guardian if participant is under 18

Witness signature: _____

Parental/Guardian Information (required if student/participant is under 18)

Name: _____ Phone number: _____

Address: _____
Address City Province Postal code

FOR INTERNAL USE ONLY:

STAFF MEMBER: _____ USER ID: _____ DATE: _____

Notice Regarding Collection, Use, and Disclosure of Personal Information by the University

This personal information is being collected under the authority of The University of Manitoba Act. The information you provide will be used by the University for the purpose of registering and admitting the applicant into programs/camps offered by the Faculty of Kinesiology and Recreation Management or the use of the Faculty's sport and recreation facilities and for communication. The personal information 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.