**LIABILITY RELEASE, INDEMNIFICATION AND**

 **ACKNOWLEDGMENT OF RISK AGREEMENT**

**WARNING: PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

**BY SIGNING, YOU ACKNOWLEDGE THAT YOU UNDERSTAND THE RISKS ASSOCIATED WITH THE ACTIVITY AND AGREE THAT YOU ARE AWARE THAT BY PARTICIPATING IN THE ACTIVITY YOU ARE BEING EXPOSED TO THE RISKS IDENTIFIED BELOW.**

**PERSONAL & EVENT INFORMATION**

**NAME OF PARTICIPANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EVENT(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EVENT SITE(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(City/Town and/or CAMPUS)**

**DATE(S)/DURATION of EVENT/CONTRACT (Start Date & End Date): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TELEPHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMERGENCY CONTACT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMERGENCY CONTACT TELEPHONE #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ASSUMPTION OF RISKS AND RESPONSIBILITIES**

I acknowledge that this Event involves inherent risks, dangers, hazards, and may expose me to potential liabilities.

I fully understand and agree to assume these risks that may result in personal injury, death, loss of or damage to personal property/belongings, legal expenses and other losses that may arise from, but are not limited to:

* any manner of injury, including death, resulting from use, misuse, non-use and failure of any equipment, including vehicles;
* concussion or traumatic head injury;
* environmental hazards (allergies, illness, interaction with wildlife, exposure to hazardous substances, etc.);
* natural hazards resulting in death, injury or property damage (weather, terrain, fire, etc.);
* negligence or criminal acts of others;
* theft, vandalism, or loss of personal or intellectual property.

**PLEASE LIST ANY ADDITIONAL KNOWN RISKS THAT ARE NOT CAPTURED IN THE PRECEDING EXAMPLES:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

In consideration of the College allowing me to participate in this Event, I agree as follows:

1. To waive any and all claims against The Sir Sandford Fleming College of Applied Arts and Technology, its governors, officers, employees, students, agents, volunteers and independent contractors (hereinafter “the College”) and not hold them responsible for any injury, loss or damage to personal property, detention, imprisonment, illness, death or dismemberment arising out of any cause/nature whatsoever, sustained while participating in this Event.
2. To release the College from any and all liability from any loss, damage, injury I may sustain, or expense I may incur, or that my next of kin may suffer, as a result of my participation in this Event, including, but not limited to, negligence, breach of contract, or breach of any statutory or other duty of care, including failure on the part of the College to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the activities.
3. To hold harmless and indemnify the College from any and all claims, demands, actions and costs which might arise out of my participation in this Event and all related activities, for any damage to the property of, or personal injury to, any third party (including other participants or supervisors of this event).

This information is collected under the authority of Fleming College’s Policy #1-111 Access to Information and Protection of Privacy and related procedures and will be used to collect your information for contact purposes This form is subject to the Freedom of Information and Protection of Privacy Act (FIPPA). Questions or concerns about the collection or use of this information may be directed to Privacy and Policy Officer at Fleming College, 599 Brealey Drive, Peterborough, ON, K9J 7B1,

freedomofinformation@flemingcollege.ca .

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the College other than what is set forth in this agreement.

**ACKNOWLEDGEMENT:**

I have read and understood this agreement; and I accept the risks associated with this Event. I am aware by signing this agreement I am waiving legal rights, including the right to sue, which I or my heirs, next of kin, executors, administrators, and legal representatives may have. 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.

**THIS DOCUMENT MUST BE COMPLETED IN FULL AND SIGNED BY THE PARTICIPANT(S) BEFORE THE PARTICIPANT MAY PARTICIPATE IN THE EVENT.**

SIGNED THIS \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Participant (Print name) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Participant’s Signature  |

Please keep a copy of this waiver for your department records and c.c. vpcorporatefinance@flemingcollege.ca