

PARTICIPANT WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (“Agreement”)

WARNING: BY SIGNING THIS DOCUMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SHOULD YOU BE INJURED WHILE USING THE MACEWAN UNIVERSITY SPORT AND WELLNESS FACILITY

PLEASE READ CAREFULLY!

TO: THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY (the “University”)

PARTICIPANT *(Please print clearly in blue or black ink):*

FIRST NAME: _____ MIDDLE INITIAL: _____ LAST NAME: _____

STREET: _____ CITY: _____ POSTAL CODE: _____

ASSUMPTION OF RISK

I am aware that registering for a **membership and participating in physical activity at the MacEwan University Sport and Wellness Facility** is voluntary and that participation in these activities **have many inherent risks**, including but not limited to:

All manner of injury arising from falling and impacting against the floor surface, walls, apparatus/equipment or the ground; hyper or hypothermic effects or illness resulting from exposure to hot/cold wet environments; impacting with other participants, and/or equipment; drowning; 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; aggravation of an existing or past injury; discomfort or problem with any other injury; discomfort or physical problem associated with physical activity or other injuries; any manner of injury resulting from use, misuse, non-use and failure of any equipment; and other hazards such as theft, vandalism or exposure to communicable disease, including but not limited to any pandemic, or other ongoing public health concern.

I further state that I am in proper physical condition to hold a **membership and to participate in physical activity at the MacEwan University Sport and Wellness Facility** and am aware that my participation could, in some circumstances, result in physical injury. No doctor or other health practitioner has advised me not to undertake in any activity involving cardiovascular strain or muscular skeletal strain.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

PARTICIPANT UNDERTAKINGS

In consideration of being allowed to access the MacEwan University Sport and Wellness Facility and participate in physical activities, I undertake to conduct myself in accordance with the University’s guidelines. Such guidelines include, but are not limited to the following:

- Complying with the rules and activity instruction of the University;
- Reporting injuries or illnesses to MacEwan University Sport and Wellness staff as soon as possible;
- Being responsible for personal property;
- Declaring I do not knowingly have any medical condition which would prevent me from participating in physical activity; and
- Immediately ceasing activities in the event a doctor or other health practitioner has advised me not to undertake any activity involving cardiovascular strain or muscular skeletal strain.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the University allowing my purchase of a membership, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the University, and its board members, officers, instructors, employees, students, contractors, volunteers or agents (collectively "the Releasees") arising from my participation in any activity at the MacEwan University Sport and Wellness Facility.
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 any activities at the MacEwan University Sport and Wellness Facility 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, R.S.A. 2000 c. 0-4 ON THE PART OF THE RELEASEES;
(initial here that you have read and understand 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 activities at MacEwan University Sport and Wellness; and
4. 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.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the University 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 UNIVERSITY.

I ACKNOWLEDGE THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO SEEK LEGAL ADVICE ABOUT THE TERMS OF THIS DOCUMENT.

Signed this _____ day of _____, 20____

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

PRINT PARTICIPANT NAME

PRINT WITNESS NAME

SIGNATURE OF LEGAL GUARDIAN

PRINT GUARDIAN NAME

This Agreement must be completed in full, signed, dated, witnessed and paragraph 2 must be initialed before the participant may obtain a membership or participate in any activity.

The personal information requested on this form is collected under s.33(c) of the *Freedom of Information and Protection of Privacy Act*, for the purpose of managing membership privileges (including facility usage and activity participation) at MacEwan University Sport and Wellness. Questions concerning the collection, use and disposal of the personal information should be directed to the Lead, Privacy and Information Management, MacEwan University, 10700 - 104 Avenue, Edmonton, AB T5J 4S2; telephone 780-497-5423.