



TO: THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

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**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
 PLEASE READ CAREFULLY!**

RESIDENT PARTICIPANT NAME: _____ STUDENT ID#: _____
 PERMANENT ADDRESS: _____ CITY: _____ PROV: _____
 TELEPHONE NUMBER: _____

**TO: THE ORGANIZATION OF RESIDENT STUDENTS (ORS), UNIVERSITY OF LETHBRIDGE STUDENTS' UNION (ULSU)
 AND THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE (UNIVERSITY),**

THE ACTIVITIES:

The ORS together with the Residence Assistants of the department of Housing Services organize and host activities for resident students throughout the course of the academic and housing term. These activities aim to enhance the residence community and provide socialization opportunities for its residents. The activities may include but are not limited to attending and participating in activities like: Corn Mazes, movies, swimming, skating, bowling, scavenger hunts, playing capture the flag and may also include potlucks, picnics, and other social activities from a minor to moderate risk factor which occur on or off the University's campus. Participation in any of the activities is always voluntary, and consent may be withdrawn at any time: Transportation to attend any activity or event is solely arranged by each participant (all hereinafter collectively referred to as "the Activities").

ASSUMPTION OF RISKS:

I understand and agree that there are hazards and risks inherent with my participation in any of the Activities any of which could cause me bodily injury or permanent disability or loss of life and/or loss or damage to my property, including but not limited to:

1. **General:** Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water damage; travel by motor vehicle, bus, rideshare, taxi or any other means of transportation to, from, or during the activity(s) and risk of motor vehicle collision, operator error and/or mechanical breakdown;
2. **Sporting/Physical Activities*:** All manner of muscular and skeletal injuries, bruises, scrapes, cuts, strains, sprains, leg cramps, dislocations, or bone injuries; Head, facial, dental, and neurological injuries such as concussions and traumatic brain injuries (TBI); An increased load on the heart that may result in dizziness, shortness of breath, fainting, chest pain or discomfort, nausea, and in extreme circumstances may result in a heart attack; being struck with projectiles; falling against, impacting, entanglement or impairment on apparatus, equipment or other natural or man-made obstacles (visible or not visible), or against the ground, floors, walls or other surfaces; contact with participants, officials, spectators, or other people or sustaining injuries arising from their actions; participation and/or use of equipment beyond own skills and abilities; and the use, misuse, failure or malfunctioning of equipment; and being struck with projectiles such as balls, racquets, pucks and/or shuttlecocks; and

***NOTE: Please consult with your physician prior to participating in any physical activity(s) or using any equipment if you have any pre-existing conditions which may be affected by your participation in the activity(s).**

3. **Illness/Disease:** Potential contraction, transmission, or lingering effects of communicable disease that is circulating within the community including Covid-19 and its variants.

As a voluntary participant and after careful review, 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.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the ORS, the ULSU and the UNIVERSITY accepting my voluntary participation in any of the low to moderate risk Activities, I hereby agree as follows:

1. **AGREE TO WAIVE ANY AND ALL CLAIMS, DEMANDS, SUITS, AND ACTIONS** that I or my heirs, successors, executors, administrators, representatives and assigns may have against THE ORS, ULSU, The UNIVERSITY and their Directors, Officers, agents or employees (the "RELEASEES") for any personal injury, disability, death, property damage or loss arising directly or indirectly from my participation in any or all of the Activities; and
2. **AGREE TO RELEASE THE RELEASEES** from all liability for any personal injury, disability, death, property damage or loss I may suffer because of my voluntary participation in any the activities, FOR ANY CAUSE WHATSOEVER, including NEGLIGENCE, BREACH OF CONTRACT OR BREECH OF ANY STATUATORY OR OTHER DUTY OF CARE, INCLUDING ANY OWED UNDER THE OCCUPIER'S LIABILITY ACT, RSA 2000 c. 0-4 AS AMMENDED ON THE PART OF THE RELEASEES; and
3. **HOLD HARMLESS AND INDEMNIFY** THE RELEASEES from all liability for any property damage or losses or injury to any third party resulting from my voluntary participation in any of the Activities; and
4. That if any portion of this waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
5. That if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(s) in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment; and
6. **AGREE** this waiver shall be governed by and construed in accordance with the laws in force in the province of Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to the Activities and this Waiver and the parties hereby attorn to the jurisdiction of Alberta courts.

In entering this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT, I am not relying upon any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO ACCEPTING IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature:

Date:

The personal information is collected under authority of the Freedom of Information and Protection of Privacy Act. The information is collected for the purpose of determining participation in Housing Services, Residence Life programs and activities. Questions related to the collection, use or disclosure of your personal information can be directed to the University of Lethbridge Privacy Office, 4401 University Drive W, Lethbridge, AB T1K 3M4, 403-332-4620, e-mail: foip@uleth.ca