



WAIVER FORM INSTRUCTIONS

Courts generally try to find a way around release clauses and agreements. One of the keys that is very important in giving effect to these clauses is that the person signing has adequate notice of what they are signing. To this end, when getting a student to sign this release:

1. Verbally warn the student that by signing this legal document they are giving up their right to sue SAMU and their employees and agents for anything *including negligence*;
2. Tell the student that they should read the agreement carefully and obtain independent legal advice. *Give the Student plenty of time to read the document (i.e. do not give it to them minutes before the bus is set to leave for the airport)*;
3. It is also essential that they be 18 in order to sign this contract otherwise a guardian will have to do it for them; and
4. It should be made abundantly clear to the student that they will not be able to go on a trip without first signing the release.



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 PARTICIPATING IN SAMU STUDENT GROUP EVENTS, MEETINGS, OR OTHER ACTIVITIES.

PLEASE READ CAREFULLY!

TO: THE STUDENTS ASSOCIATION OF MACEWAN UNIVERSITY ("SAMU")

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 participation in the activity(s) of _____, organized by _____ (Student Group) carries with it certain inherent risks. I am aware that, while participating in the activity(s), I may be exposed to any manner of harm, injury, illness, death or property damage resulting from such risks, including but not limited to the following:

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, traffic accidents, poor road conditions, water craft, airplanes or any other means of transportation to, from, or during the activity(s);
- Loss, damage, injury, illness, death or expense that I may, or that members of my household(s) may suffer, including the contraction of a Communicable Disease as a result of my participation in this Activity. Communicable Diseases include, but are not limited to, any disease that can be transmitted from one person to another including viruses, bacteria, parasites or other organisms.

I further state that I am in proper physical condition to participate in this activity and I 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 the activity(s).

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 participate in this activity, I undertake to conduct myself in accordance with SAMU guidelines. Such guidelines include, but are not limited to the following:

- Complying with the policies and procedures of SAMU and activity instruction of the Student Group
- Reporting injuries or illnesses to SAMU 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.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of SAMU allowing my participation in the activity(s), I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the SAMU Student Group, and its board members, officers, instructors, employees, students, contractors, volunteers or agents (collectively "the Releasees") arising from my participation in any activity of the SAMU Student Group.
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 of SAMU, 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 the activity(s) of SAMU; 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 SAMU 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

This Agreement must be completed in full, signed, dated, witnessed and paragraph 2 must be initialed before the participant may participate in the activity(s).

The personal information requested on this form is collected under s.11 of the Personal Information Protection Act (PIPA), for the purpose of managing activity participation at the Students' Association of MacEwan University. Questions concerning the collection, use and disposal of the personal information should be directed to the Manager of Student Groups, Students' Association of MacEwan University, 10850 -104, Edmonton, AB T5H 0S5; telephone 780-497-5631.