This Assumption of Risks, Release and Waiver of Liability (the “Release”) executed on this 5th day of September, 2025

Between:

The reader, now referred to as the “Student”

-and-

STUDENTS’ ASSOCIATION OF MACEWAN UNIVERSITY

**(“SAMU”)**

**The activities include:** Fall Fest 2025

**Venue**: MacEwan University Front Lawn **Address**: 10700 104 Ave NW

**City**: Edmonton                        **Province**: Alberta

**Date:** September 5, 2025

(hereinafter referred to as “the Activities”) throughout this Agreement.

I, the Student, desire to participate in Activities offered, planned, sponsored, organized, supervised or managed by SAMU at Fall Fest 2023 (the “Activities”).

I, the Student, acknowledge that there are dangers and risks associated with participation in the Activities, which could result in property damages, personal injury, or death.

In consideration for being permitted to participate in the Activities, I hereby, freely and voluntarily execute this Assumption of Risks, Release and Waiver of Liability Agreement under the following terms:

**WAIVER AND RELEASE:**  I, the Student, release, forever discharge and hold harmless SAMU, their directors, officers, employees, agents, group leaders, successors and assigns, from any and all liability, claims and demands of whatever kind or nature, including, but not limited to, any negligence on the part of SAMU, their directors, officers, employees, group leaders or agents which may arise from my participation in the Activities.

I, the Student, understand and acknowledge that by signing this Assumption of Risks, Release and Waiver of Liability Agreement, that I will have discharged SAMU from any liability or claim with respect to any injury, loss or damage of any kind, including, but not limited to, any bodily injury, personal injury, illness, death or property damages that may result from or in connection with my participation in the Activities. I further understand and acknowledge that I am also discharging the SAMU from any liability or claim that may result in the course of transportation to and from the Activities, including, but not limited to, any bodily injury, personal injury, illness, death or property damages.

**HOLD HARMLESS:**I, the Student, agree to indemnify and hold harmless, SAMU with respect to any claim, action, suit, proceeding or demand made or brought against SAMU, their directors, officers, employees, agents, successors, assigns and group leaders by any third party with respect to any incident or accident, relating in any manner whatsoever to the Activities and the rights and obligations arising there from and which indemnity shall include, but not be limited to, all legal costs incurred by SAMU in defending such a claim.

**ASSUMPTION OF RISK:**I, the Student, acknowledge that participation in the Activities may include activities that may be hazardous to me and that I may be in situations that are inherently dangerous to me, including but not limited to:

a)      The risk of theft, vandalism, property damage or loss of personal property;

b)      The risk of bodily injury or death from participation in the Activities; and

c)       The risk of injury or death from the use, misuse, non-use and failure of any equipment used in the Activities;

I, the Student, understand the nature of the Activities and I acknowledge the types of injuries which may occur as a result of the Activities. In addition, I acknowledge that injury may also result in serious impairment of future abilities to earn a living, engage in other business, social and recreational activities and generally enjoy life. I acknowledge that these types of injuries may result from my own actions, the actions or inactions of others, or a combination of both.

I, the Student, hereby expressly, specifically and fully assume all such risks of injury, dangers, hazards or harm in these Activities and situations and release SAMU, their directors, officers, employees, agents, volunteers, successors, assigns and group leaders from all liability for injury, illness, death, or property damage resulting from the Activities.

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

The Student is advised to obtain independent legal advice and by passing through the gates into the Fall Fest 2025 grounds, they acknowledge that they have either sought independent legal advice or waived their right to do so.

This Agreement shall take effect as of the date of execution.

This Agreement is governed by the laws of the province of Alberta, Canada.

I, THE STUDENT, HAVE READ AND UNDERSTOOD THIS AGREEMENT, I AM ENTERING FREELY AND VOLUNTARILY, AND I AM AWARE THAT BY ENTERING THE FALL FEST 2025 GROUNDS, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.