

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 SA MacEwan 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.

ASSUMPTION OF RISKS, RELEASE AND WAIVER OF LIABILITY AGREEMENT

PLEASE READ CAREFULLY

**BY SIGNING THIS DOCUMENT YOU ARE GIVING UP
CERTAIN LEGAL RIGHTS,
INCLUDING YOUR RIGHT TO SUE**

This Assumption of Risks, Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 201____.

Between:

(the "Student")

-and-

STUDENTS' ASSOCIATION OF GRANT MACEWAN UNIVERSITY
(**"SA MacEwan"**)

ACTIVITIES: The activities include: _____

Venue _____ Address _____

City _____, Province _____,

Country _____

on(month) _____ (day) _____, (year)20 _____

(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 SA MacEwan which include, but are not limited to, traveling outside of Edmonton, Alberta or Canada (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 SA MacEwan, 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 SA MacEwan, 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 SA MacEwan 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 SA MacEwan 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, SA MacEwan with respect to any claim, action, suit, proceeding or demand made or brought against SA MacEwan, 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 SA MacEwan in defending such a claim.

INSURANCE: The Student agrees to carry or maintain health and travel insurance and acknowledges that SA MacEwan will not be responsible for providing any type of insurance for the Student.

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 SA MacEwan, 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.

In entering into this Agreement, the Student acknowledges to be eighteen (18) years of age or older.

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 signing this document 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 SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Printed Name of Student _____
Signature: _____
Date: _____

Printed Name of Witness: _____
Signature: _____
Date: _____