

**DALHOUSIE UNIVERSITY ATHLETICS & RECREATION  
FACILITY USE WAIVER, RELEASE OF LIABILITY, INDEMNITY,  
DECLARATION OF FITNESS, AND MEDIA CONSENT AGREEMENT**

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

**TO: DALHOUSIE UNIVERSITY**

<b>Name</b>	<b>Last:</b>	<b>First:</b>	<b>Initial(s):</b>	<b>Banner #</b>
<b>Address</b>	<b>Street:</b>	<b>City:</b>	<b>Prov:</b>	<b>Postal Code:</b>

**ASSUMPTION OF RISKS**

I am aware that using the Dalplex, Wickwire Field, Studley Gym, and Sexton Gym for purposes of participating in the activities of \_\_\_\_\_ (Intramural Activity) (the “**Activity**”) involves many inherent risks, dangers, and hazards, including but not limited to:

1. bodily injury or death caused in the course of transportation, or by falling, colliding with, striking, or being struck by objects and people;
2. bodily injury or death caused in the course of traveling to or from the Activity;
3. bodily injury or death (including heat and cold related illnesses) caused by activity conditions, including icy, slippery or uneven terrain or playing surfaces, such as, but not limited to, sliding, slipping, falling, stretching, or straining;
4. bodily injury or death caused by use, misuse, non-use or failure of Dalhousie University or others’ equipment;
5. bodily injury or death that may result from delayed access to medical treatment; and damaged, lost or stolen property; and
6. inherent risk of exposure to and transmission of COVID-19 that exists by attending the Dalhousie University Athletics & Recreation facilities to participate in the activities, as well as the risk of any resulting illness.

**I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS & HAZARDS AND THE POSSIBILITY OF PERSONAL BODILY INJURY, INCLUDING BUT NOT LIMITED TO *TRAUMATIC BRAIN INJURY AND CONCUSSION(S)*, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM. (\_\_\_\_\_ initials)**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of Dalhousie University allowing my using the Dalhousie University Athletics & Recreation facilities to participate in the Activity, I agree as follows:

1. **TO BE FAMILIAR WITH AND ABIDE BY ALL PROTOCOLS**, including university, provincial, sport governing bodies, and Dalhousie Athletics and Recreation protocols that have been put into place as a result of the COVID-19 virus.
2. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Dalhousie University, its directors, officers, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”), and to release the Releasees jointly and severally, of and from any and all liability for any losses, damages, expenses and claims arising out of or in connection with injury (including death) or damage to property that I may suffer, or that my next of kin may suffer, as a result of my participation in the Activity due to any cause whatsoever including, but not limited, to negligence, breach of contract, or breach of any statutory or other duty of care. (\_\_\_\_\_ initials)
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any loss, expenses, damages, demands and claims arising out of or in connection with injury (including death) or damage to any and all persons and to any and all property, in any way sustained or alleged to have been sustained as a result of my participation in the Activity and in activities in which I engage which are beyond the scope of the Activity. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity. (\_\_\_\_\_ initials)
4. **THAT I WILL NOT MAKE ANY CLAIM** or take any proceedings against any other person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the *Contributory Negligence Act*, RSNS 1989, c. 95, as amended, from the Releasees with respect to the matters discharged by this Agreement. I agree that if I do make any such claim or take any such proceeding, and the Releasees are added to such proceeding in any manner whatsoever, I will immediately discontinue the proceedings and/or claims, and I will be jointly and severally liable to the Releasees for their legal costs incurred in any such proceeding, on a substantial indemnity basis. This Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which I may bring in the future with respect to the matters covered by this Agreement, and it may be pleaded as a complete defence and reply, and it may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and I will raise no objection to such reliance on any basis whatsoever.
5. This Agreement contains the entire agreement between the parties, and there are no representations (whether oral or written) that are not otherwise reflected in this Agreement. This Agreement shall be governed by and interpreted solely in accordance with the laws of Nova Scotia, and all disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Courts of the Province of Nova Scotia. I agree that this document can be signed in counterpart (if legal guardian signature is required) and delivered electronically, and that an electronic or PDF copy of this Agreement shall be deemed to be an original.

**I HAVE READ AND UNDERSTAND 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 REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

\_\_\_\_\_  
Signature of Participant \_\_\_\_\_  
Date

If the participant is under 19 years of age as of the date of signing, the signature of a legal guardian is also required.

\_\_\_\_\_  
Parent/Guardian (sign and print name clearly) \_\_\_\_\_  
Relation to Participant

**\*THIS AGREEMENT MUST BE COMPLETED IN FULLY SIGNED AND INITIALED BEFORE PARTICIPATING IN THE ACTIVITY\***