

TO:

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| RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT IN SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY! | Initial |
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DALHOUSIE UNIVERSITY

| | | |
|-----------------|--------|--------------------------------|
| Name | Last | First and initial |
| Dal ID # | B00 | |
| Address | Street | City, Province and Postal Code |

ASSUMPTION OF RISKS

I am aware that participating in the **Canoeing trip** may involve many dangers, risks and hazards inherent in the activity of canoeing including, but not limited to the following

- 1) Canoeing is an outdoor sport and carries significant risk of personal injury or possibly even fatal injuries.
- 2) Accidents which occur and / or during: overturning or upsetting of boats, slip and falls; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment; drowning; hypothermia; changing and inclement weather conditions including storms, high wind, high waves, and lightning; equipment failure; encounters with domestic or wild animals; the failure to boat safely within one's own ability.
- 3) Extreme water and air temperatures;
- 4) The possible existence of dangerous rocks, logs, objects and other hazards and obstructions associated with water whether marked or unmarked;
- 5) Dangers involved in traveling to the activity area including possible transportation provided by Dalhousie University and hazards involved in reaching activity by foot.

I hereby certify to the best of my knowledge that I am of reasonably good health; or that if I have any health concerns such as high blood pressure, epilepsy, or heart disease, or if I am pregnant, I have discussed and cleared participation in Canoeing Activities with my physician. I understand that, regardless of the state of my health, I undertake Canoeing Activities at my own risk.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of approval to participate in Canoe Activity, I agree as follows:

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| <p>1. 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 (hereinafter collectively referred to as "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 <u>Canoeing</u> event due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.</p> |
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2. **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 injuries (including death) or damages 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 activities in which I engage which are beyond the scope of those activities approved by Dalhousie University.
 3. 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. This Agreement shall be governed by and interpreted solely in accordance with the laws of Nova Scotia.

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.

Signed at Halifax, in the Province of Nova Scotia this _____ day of _____, _____.

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| Signature | Witness |
| Please print name clearly | Please print name clearly |
| Signature of Legal Guardian where participant is under 19 years | Relation to Minor |
| Please print name clearly | |