SWEAT LODGE LIABILITY RELEASE AND PERMISSION FORM

NOTE: THIS IS A LEGALLY BINDING DOCUMENT WHEREBY YOU ARE AGREEING TO WAIVE CERTAIN LEGAL RIGHTS.
YOU ARE ADVISED TO READ IT CAREFULLY BEFORE SIGNING.
EACH PARTICIPANT MUST SUBMIT A FULLY SIGNED LIABILITY RELEASE FORM TO THE DALHOUSIE UNIVERSITY INDIGENOUS STUDENT CENTER BEFORE PARTICIPATING IN ANY SWEAT LODGE ACTIVITIES.
IF YOU ARE LESS THAN EIGHTEEN (18) YEARS OF AGE, BOTH OF YOUR PARENTS (SINGLE PARENT IN THE CASE OF SOLE CUSTODY) OR ANY LEGAL GUARDIANS MUST SIGN THIS FORM ON YOUR BEHALF.

As consideration for me (or my minor child) being allowed to participate in the sweat lodge at the Dalhousie University Indigenous Student Center on September 7, 2019 and any related activities (hereinafter “Sweat Lodge Activities”), I hereby confirm my understanding of and express my agreement to the following:

1) I acknowledge that in participating in Sweat Lodge Activities, I (or my minor child) will be exposed to certain risks and dangers inherent in such an undertaking including, but not limited to, fainting, dehydration, burning of the skin, smoke inhalation, heat exhaustion, foot injuries, and heart attack (“Injuries and Damages”) and smoking of a pipe with ceremonial tobacco (optional participation). Jewellery and contact lenses are not authorized to be worn during Sweat Lodge due to possible burns or melting.

2) I hereby certify to the best of my knowledge that I am (or my minor child is) of reasonably good health; or that if I have (or my minor child has) any health concerns such as high blood pressure, epilepsy, or heart disease, or if I am (or my child is) pregnant, I have discussed and cleared participation in Sweat Lodge Activities with my physician. I understand that, regardless of the state of my (or my child’s) health, I undertake (or my child undertakes) Sweat Lodge Activities at my own risk.

3) I understand that the description of inherent risks in this document is not complete and that other unknown or unanticipated inherent risks may result in injury or death.
4) To the fullest extent allowed by law, I AGREE TO WAIVE AND DISCHARGE ANY AND ALL CLAIMS AGAINST AND TO RELEASE Dalhousie University, Dalhousie University Indigenous Student Center, and its officers, directors, employees, volunteers, independent contractors, agents, leaders, and other representatives (hereinafter referred to joint and severally as “Dalhousie University ISC”), FROM ANY AND ALL LIABILITY on account of, or in any way resulting from Injuries and Damages, even those Injuries and Damages caused by the negligence (active or passive) of Dalhousie University ISC, in any way connected with Sweat Lodge Activities. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS Dalhousie University and Dalhousie University ISC from any claims, damages, injuries or losses caused by my own (or my child’s) negligence or willful misconduct while participating in Sweat Lodge Activities. I understand and intend that this release of liability and assumption of risk is binding upon my (or my child’s) heirs, executors, administrators and assigns.

5) The procedures will be explained prior to entering the Sweat Lodge. I further understand that violation of the Sweat Lodge Procedures can lead to exclusion from Sweat Lodge Activities.

6) This Agreement represents the full and complete agreement between the parties with respect to the matters set forth herein, and it can only be modified by a written agreement signed by the parties hereto. This Agreement is intended to be as broad and inclusive as is permitted by law.

7) If any provision or portion there of is held to be invalid or legally unenforceable for any reason, the remaining portions of this Agreement shall not be affected thereby and shall remain valid and fully enforceable. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Nova Scotia and no other jurisdiction; and

8) Any litigation involving the parties to this Release Agreement shall be brought solely within the Province Nova Scotia and shall be within the exclusive jurisdiction of the Courts of the Province of Nova Scotia. No assignment of this contract shall be made by Participant or his/her parent(s) or legal guardian(s), unless agreed to in writing by Dalhousie University ISC.
I certify that I have read this Agreement and I understand and agree to all of the foregoing information, terms and conditions:

Date: ____________

Participant Name: _____________________________________

Signature: ____________________________________________

Dalhousie University Student Number: B00____________________

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Emergency Contact Information;

Name: ____________________________________________

Relationship: _________________________________________

Cell Phone: ____________ Work: ____________ Home: ____________

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REQUIRED IF CAMPER IS LESS THAN 18 -- BOTH parents must sign unless one has sole legal custody. SWEAT LODGE PERMISSION FORM FOR MINORS I understand that the sweat lodge is a spiritual ritual available to participants, and typically involves exposure to heat and smoke.

My son/daughter, _________________________________, has my permission to participate in Dalhousie University Indigenous Student Center Sweat Lodge Activities on September 7, 2019.

Parent(s)/Guardian(s) Print Name:

______________________________________________

Signature(s) of Parent(s)/Guardian(s):

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