Dalhousie University

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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 |

**TO: DALHOUSIE UNIVERSITY**

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| **Name** |  |  |
| **Address** | Street | City, Province and Postal Code |

**ASSUMPTION OF RISKS**

I am aware that by volunteering in **[insert lab name & location]** laboratory from on or about **[start date]** until on or about **[close date]** (the “Volunteer Experience”), I will be engaging in activities involving many inherent risks, dangers, and hazards, including but not limited to the following:

1. Bodily injury including but not limited to injury caused by [describe activities] not being performed in accordance with instructions provided; which carries significant risk of personal injury or possibly even fatal injuries;
2. Bodily injury including but not limited to injury caused by [describe equipment to be used], not being used in accordance with instructions provided, which carries significant risk of personal injury or possibly even fatal injuries;
3. Damaged, lost or stolen property.
4. [Other possible risks based on nature of volunteer experience]

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

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

In consideration of approval to participate in the Volunteer Experience, I agree as follows:

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| 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 RELEASEE**”), and **TO RELEASE THE RELEASEE** 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 Volunteer Experience due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.
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1. **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 for the Volunteer Experience.
2. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2022.

|  |  |
| --- | --- |
| Signature | Witness |
| Please print name clearly | Please print name clearly |

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

**Please note: this Agreement must be completed in full, signed, dated and witnessed and the box at the top must be initialled before the volunteer may begin the Volunteer Experience.**