

# ASSUMPTION OF RISK AND WAIVER OF LIABILITY BISHOP'S UNIVERSITY

EACH PARTICIPANT AGED 18 YEARS AND OLDER, AS WELL AS THE PARENT OR LEGAL GUARDIAN OF EACH PARTICIPANT UNDER 18 YEARS OF AGE OR OF EACH OTHER NATURAL PERSON PARTICIPATING UNDER THEIR LEGAL GUARDIANSHIP (hereinafter the "PARTICIPANT"), MUST READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND ACCEPT ALL OF ITS TERMS AND CONDITIONS.

This Assumption of Risk and Waiver of Liability (hereinafter the "Assumption") is entered into by and between the Participant and Bishop's University, an institution of higher education established under the *Act Respecting Educational Institutions at the University Level*, chapter E-14.1, située at 2600 College Street, Sherbrooke (Quebec) J1M 1Z7 (hereinafter "Bishop's").

#### 1. ASSUMPTION OF RISK

The Participant acknowledges and accepts the inherent risks involved in participating in the following activity: TO COMPLETE (hereinafter the "Activity").

The Participant (including their representatives, successors, heirs, next of kin, administrators and executors) acknowledges, accepts and understands that their participation in the Activity, as well as any other activity related to or in connexion with the Activity, may represent a potential danger that may result in damages to property or serious injury and even death.

The Participant agrees to assume the risks inherent to the said Activity. Furthermore, (a) the Participant declares to be in good health and physical condition to participate in the Activity and (b) the Participant declares that if, at any time, they believe that the Activity is likely to jeopardize their safety or integrity, including if the conditions or equipment used during the Activity are dangerous, or if that the Participant believes that they are a victim of harassment or that they are unable to continue the Activity, then the Participant must immediately cease their participation in the Activity, as well as any other related activity if applicable, and must immediately notify the person in charge of the Activity or a representative of Bishop's.

#### 2. WAIVER OF LIABILITY

By participating to the Activity, the Participant waives their right to hold Bishop's liable for any damages that may result from the Activity.

The Participant exonerates Bishop's from any and all liability for the loss, theft or partial or complete destruction of property belonging to them.

The Participant assumes full responsibility for any damages they may cause to a person or to the property of others.

## 3. COMPLIANCE WITH CODES, REGULATIONS, POLICIES AND PROCEDURES

The Participant acknowledges having read the codes, regulations, policies and procedures made available by Bishop's on its website, including the Student Code of Conduct, and agrees to abide by them.

### 4. INTERPRETATION

The Participant agrees that in the event that any clause or provision of the Assumption is held invalid by a court of competent jurisdiction, the enforceability of the remaining provisions of the Assumption shall not be affected.

I hereby confirm that I have carefully read and understood the present *Assumption of Risk and Waiver of Liability*.

Signed at	, on
NAME OF THE PARTICIPANT	
Name of Legal Guardian (if Participant is und	der 18 or under protective supervision)