Bishop's University Athletics and Recreation Release of Liability, Waiver of Claims, and Assumption of Risks

WARNING: BY ACCEPTING THIS AGREEMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

ASSUMPTION OF RISK

Bishop's University will use its best efforts to ensure that all activities are conducted in conditions that are as safe as possible. I am aware, however, that participation in my sport, entails inherent risks for participants, including but not limited to those listed below:

INJURY: spinal and neurological injuries, head injuries (including concussion),

fractures, sprains, strains, contusions, dislocations, injuries related to environmental or weather conditions (including heat- and cold-related illnesses such as hypothermia), as well as injuries that may inadvertently result from the administering of medical services by Bishop's University medical staff (including prophylactic taping, assessment, rehabilitation,

and emergency care).

WEATHER: environmental conditions (including lightning).

EQUIPMENT: any manner of injury resulting from use, misuse, non-use and failure

of any personal and Bishop's University equipment.

TERRAIN: any manner of injury resulting from slips or falls on steep, icy, slippery

or uneven terrain and playing surfaces.

TRAVEL

I agree that:

- I will adhere to all Athletics and Recreation travel policies and procedures.
- I will complete the Bishop's University Travel Registry.
- I will follow Bishop's University's Code of Conduct and Safety Guidelines (Annexe A) as well as the <u>Code of Student Conduct</u> and the <u>Policy for the Prevention of Sexual</u> Violence.
- I will travel on all forms of transportation arranged by Bishop's University.
- I will **notify and secure the approval of** the Athletics and Recreation department in advance if I will not be travelling **to or from** events on transportation arranged by Bishop's University.
- I will ensure I have proper documentation to enter the US or other countries and to return to Canada (a valid passport is required), in the event that travel requires it.
- I am not aware of any reason that would prevent me from freely crossing international

borders (including the USA). NOTE particularly that prior criminal convictions for minor offenses may bar you from travel to certain countries or may result in your being detained by authorities of those countries.

- I will ensure that I have adequate supplemental health insurance to meet my needs while traveling.
- I will comply with the University's Off-Campus Activity and Travel Policy.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss that may result.

IN CONSIDERATION OF Bishop's University allowing my participation in my sport, I agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in future against Bishop's University, and its members, employees, students, agents, volunteers and independent contractors (henceforward "Bishop's University");

- 1. TO RELEASE BISHOP'S UNIVERSITY from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation my sport due to any cause whatsoever.
- 2. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by Bishop's University, other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I AM AWARE THAT BY ACCEPTING THIS AGREEMENT IN CHECKING THE BOX IN POWERCAMPUS I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST BISHOP'S UNIVERSITY.