

SIMON FRASER STUDENT SOCIETY

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

By signing this document you will waive certain legal rights, including the right to sue.

Participant Name: _____

Participant Address: _____ City: _____

Province: _____ Postal Code: _____

Telephone: _____ Email Address: _____

PREAMBLE

The [*Name of Event*] _____ is an exceptional educational opportunity, but it is not without certain risks, dangers, hazards and liabilities to all participants. These include, but are not limited to, personal injury, death, property damage, expense and other loss, delay or inconvenience. All persons taking part in the [*Name of Event*] _____ are required to accept these and other risks as a condition of their participation in this venture. The Simon Fraser Student Society will not accept any liability for injury, loss, damage or expense sustained as a result of any person's participation in the [*Name of Event*] _____. The Statement of Risks set forth below is intended to enable participants to better understand the various risks involved in the event. All participants will be required to sign the Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement set forth below, which will release the Simon Fraser Student Society, and their representatives, from any future claims which might arise as a result of the applicant's participation in the experiential learning trip.

STATEMENT OF RISKS

The event involves the risks inherent the activities being conducted. The event will take place at the following place(s) _____. There are risks, hazards and dangers to which all participants are exposed. These include, but are not limited to, mode of transportation being used, foreseeable hazards at the planned destination and collateral hazard resulting from other activities that are incidental or may take place en route to the planned destination. The Simon Fraser Student Society and its directors, officers, staff, and agents cannot and will not assume liability in respect of any of these risks, dangers, hazards and liabilities. The Simon Fraser Student Society accepts no responsibility and assumes no liability with respect to any academic, and vocational advice received by a participant concerning the experiential learning trip.

(Initial here)

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

To: SIMON FRASER STUDENT SOCIETY

I, _____, am aware that the [*Name of Event*] _____ involves risks, dangers, hazards and liabilities including but not limited to those referred to in the PREAMBLE and STATEMENT OF RISKS set forth above. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS INCLUDING THE POSSIBILITY OF PERSONAL BODILY INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

In consideration of the SIMON FRASER STUDENT SOCIETY partially funding the experiential learning trip, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS, whether in contract or in negligence, that I have or may in future have against the SIMON FRASER STUDENT SOCIETY and its directors, officers, employees, agents, support personnel and other representatives (all of whom are hereinafter collectively referred to as 'the Releases') as a result of my participation in the [*Name of Event*] _____;
2. TO RELEASE THE RELEASEES 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 in the [*Name of Event*] _____, due to any cause whatsoever, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from my participation in the [*Name of Event*] _____;
4. THAT THIS AGREEMENT shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

I am nineteen (19) years of age or older. I confirm that I have read and understood this Agreement prior to signing it, 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, assigns, and representatives may have against the Releases.

Signed this _____ day of _____, 20_____.

Witness signature

Name (print clearly)

Participants signature

Name (print clearly)

Address:

City:

Province:

Postal Code: