

TO: THE UNIVERSITY OF WINNIPEG ("University")

ASSUMPTION OF RISKS, WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

DATE: _____

NOTE: Please consult with your physician prior to participating in any physical activity(s) or using any equipment if you have any pre-existing conditions which may be affected by your participation in the activity(s).

A. ASSUMPTION OF RISKS

I am aware and acknowledge that my access and/or use of the University's recreational facilities ("**Facilities**") and/or participation in any sporting or recreation activities, and weight or aerobic training ("**Activity(s)**"), carries certain inherent risks. I am aware that while accessing and/or using the Facilities and/or participating in Activity(s), I may be exposed to any manner of harm, injury, illness, death or property damage resulting from such risks, including but not limited to the following:

General Risks:

- a. Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water damage;
- b. Loss, damage, injury, illness, death or expense that I may, or that members of my household(s) may suffer, including the contraction of a Communicable Disease as a result of my use of the Facilities and/or my participation in the Activity(s). Communicable Diseases include, but are not limited to, any disease that can be transmitted from one person to another including viruses, bacteria, parasites or other organisms;

Facilities and Activity(s) Risks:

- c. All manner of muscular and skeletal injuries, bruises, scrapes, cuts, strains, sprains, leg cramps, dislocations, or bone injuries;
- d. Head, facial, dental and neurological injuries such as concussions and traumatic brain injuries (TBI);
- e. An increased load on the heart that may result in dizziness, shortness of breath, fainting, chest pain or discomfort, nausea, and in extreme circumstances may result in heart attack;
- f. Being struck with projectiles;
- g. Falling against, impacting, entanglement or impairment on apparatus, equipment or other natural or man-made obstacles (visible or not visible), or against the ground, floors, walls or other surfaces;
- h. Contact with participants, officials, spectators, or other people or sustaining injuries arising from their actions;
- i. My participation and/or use of equipment beyond my own skills and abilities; and
- j. The use, misuse, failure or malfunctioning of equipment.

BY SIGNING ON PAGE 2 OF THIS AGREEMENT I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

B. WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the University allowing me to access and use the Facilities, and/or participation in any Activity(s), I agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the University, its Board of Regents, officers, employees, students, agents, representatives, members, volunteers and independent contractors (collectively, "the Releasees");
- 2. TO RELEASE THE RELEASEES from any and all liability for any harm, injury, illness, death, loss, damage or expense that I may suffer, or that my next of kin may suffer, as a result of my access and/or use of the Facility and/or participation in the Activity(s) due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER *THE OCCUPIERS' LIABILITY ACT*, C.C.S.M. c 08, AND AMENDMENTS THERETO, ON THE PART OF THE RELEASEES;

- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my use of the Facility and/or participation in the Activity(s);
- 4. THAT if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the Activity(s) in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment;
- 5. THAT this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, or any other person acting on my behalf, or on behalf of my estate in the event of my death or incapacity;
- 6. THAT this Waiver shall be governed by and construed in accordance with the laws in force in the province of Manitoba and the federal laws of Canada, as applicable, and that the courts of Manitoba shall have exclusive jurisdiction over all claims, disputes and actions arising out of or related to my access and/or use of the Facilities and/or participation in the Activity(s), and this Agreement;
- 7. TO GRANT THE RELEASEES PERMISSION to use my likeness in a photograph, video, or other digital media (hereinafter "photo") in any and all of its publications, including web-based publications, without payment or other consideration, TO WAIVE THE RIGHT to inspect or approve the publication wherein my likeness appears, and TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization; and
- 8. TO abide by all University Facility Rules and Regulations <https://www.uwinnipeg.ca/recreation-services/docs/recreation-services-rules-regulations.pdf> and the Recreation Services' Code of Conduct [https://www.uwinnipeg.ca/recreation-services-code-of-conduct-march-2023.pdf](https://www.uwinnipeg.ca/recreation-services/docs/recreation-services-code-of-conduct-march-2023.pdf) and confirm that I have read, understood, and agreed to the Recreation Services' Terms of Use <https://www.uwinnipeg.ca/recreation-services/docs/uw-recreation-services-terms-and-conditions.pdf> and Privacy Policy <https://recreationservices.uwinnipeg.ca/Home/Privacy>

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

I consent to my personal information being collected under *The University of Winnipeg Act* (Manitoba) and 36(1)(b) of *The Freedom of Information and Protection of Privacy Act* (Manitoba) for the purposes set out herein. I understand that I may contact the University's Recreation Services Department, 400 Spence Street, Winnipeg, MB, R3B 2S4, recreationservices@uwinnipeg.ca, 204.786.9822 with any questions regarding privacy.

I CONFIRM I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

SIGNATURE

DATE

ID-NUMBER (M-xxxxxx)

FULL LEGAL NAME