



# McMASTER

## OUTDOOR RECREATION

### Waiver of Claims Form:

**Release of Liability, Waiver of Claims and Assumption of Risk and Indemnity Agreement. By signing this document you will waive certain legal rights, including the right to sue. PLEASE READ CAREFULLY!**

#### **TO THE ATTENTION OF:**

McMaster University and its Board of Governors, directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all volunteers, sponsors, officials, and other persons in any way involved or connected with the Event and/or Facilities (all of whom are hereinafter collectively referred to as "the Releasees").

#### **ASSUMPTION OF RISKS:**

I am aware that participation in A&R Activities, Events, and/or Facilities involves the risk of injury and other dangers and hazards, including but not limited to: Changes, variations or slipperiness of the running surface including holes, depressions, bumps, gravel, and wet conditions; athletic injuries including overexertion, sprains, muscle pulls and tears; NEGLIGENCE ON THE PART OF OTHER COMPETITORS, OFFICIALS, VOLUNTEERS, ORGANISERS, INSTRUCTORS, AND NEGLIGENCE ON THE PARTS OF RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

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

#### **RELEASE OF LIABILITY AND WAIVER OF CLAIMS:**

In consideration of the Releasees permitting my participation in A&R Activities, Events and/or Facilities, I hereby agree as follows:

**TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees arising out of any aspect of my participation in A&R Activities Events and/or Facilities and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or my next of kin may suffer during my participation in A&R Activities, Events and or Facilities due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care as well as any duty of care owned under the Occupiers Liability Act, on the part of the releasees, and also including the failure on the part of the releasees to safeguard or protect me from the risks, dangers and hazards of A&R activities, events and/or facilities referred to above.

**TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in A&R Activities, Events, and/or Facilities; and

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; and

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and

Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of A&R Activities, Events, and/or Facilities, other than what is set forth in this Agreement.

I agree to abide by the rules as set forth by the Department of Athletics and Recreation contained in the Department of Athletics and Recreation Guidebook and posted throughout the facility. Failure to comply with the rules as set forth will be directed to the STUDENT CODE OF CONDUCT and may result in loss of privileges for all Athletics and Recreation facilities, programmes and services. If at any time emergency medical treatment is necessary, I give my consent for treatment to be given. I authorize McMaster University to take my photograph to display and otherwise use these photographs without charge solely for the purpose of promotional material in connection with McMaster University.



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#### REVISED PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (rPAR-Q)

Par-Q is designed to help you help yourself. For most people, physical activity should not pose any problem or hazard. PAR-Q has been designed to identify the small number of adults for whom physical activity might be inappropriate or those who should have medical advice concerning the type of activity most suitable for them. Common sense is your best guide in answering these few questions. Please read them carefully and check the box that is appropriate for you.

**Yes No**

- .  Has your doctor ever said you have a heart condition and recommended only medically approved physical activity?
- .  Do you have chest pain brought on by physical activity?
- .  Have you developed chest pain in the past month?
- .  Do you lose consciousness or lose your balance as a result of dizziness?
- .  Do you have a bone or joint problem that could be aggravated by the proposed physical activity?
- .  Is your doctor currently prescribing medication for your blood pressure or heart condition?
- .  Are you aware, through your own experience or a doctor's advice, of any other reason why you should not exercise without medical approval?

***Please list any First Aid, Outdoor Leadership, or Lifeguarding experience/certifications you have:***

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

#### **APPLICANT MUST COMPLETE AND SIGN THIS SECTION:**

**Program Name:** \_\_\_\_\_ **Program Date:** \_\_\_\_\_

Participant Name: *(Please Print Clearly)* \_\_\_\_\_

Participant Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: *(Please Print Clearly)* \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* If the participant is under the age of 18, their parent or guardian must also sign. \_\_\_\_\_

*Signature of Parent/Guardian*

Initial I authorize the use of my email address for communicating information to me relating to the club or program.

Initial I give permission for photos/video of me (or my child) to be used by McMaster University for promotional use.