



### 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 Releases").

#### **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 releases, including the failure on the part of the releases 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 Releases 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 Releases 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 releases, and also including the failure on the part of the releases 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 Releases 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.

I declare having read	I declare having read and understood the above Waiver of Claims form in its entirety.			
Participant Name	Signature of Participant	Date		
Witness Name	Signature of Witness	Date		













### Assumption of Responsibilities Form

- I hereby acknowledge and agree to abide to the rules that the following items and activities are
  prohibited on all McMaster Adventure Recreation Clubs trips: alcohol of any kind, all illegal/controlled
  drugs and substances, cigarettes and tobacco, cannabis/marijuana in any form, e-cigarettes and vapes,
  all other smoking of any kind.
- I hereby acknowledge that certain risks of injury are inherent to participation in outdoor recreation activities associated with those conducted by the McMaster Adventure Recreation Clubs; Outdoor Club, Climbing Club, WhiteWater Club. These types of injuries may be minor or serious and may result from one's actions, or the actions or inactions of others or a combination of both.
- I hereby understand that certain activities require a minimum level of fitness and health (physical, mental, and emotional) and that each person has a different capacity for participating in these activities. Some activities involve an intense level of activity.
- I hereby agree that McMaster University, its faculty, staff and agents shall not be liable for any injury, loss or damage to person or property, incurred during this program, including deterioration of health or illness or aggravation of condition resulting from participation in these activities, property damage or lost property.
- I have read thoroughly the information brochure and understand the intensity of all activities involved.
- If at any time emergency medical treatment is necessary, I give my consent for treatment to be given.
   Every effort will be made to contact parent/guardian(s) and or emergency contacts. McMaster
   University may decline a participant due to physical and/or verbal abuse towards staff and participants.
- I hereby understand McMaster Adventure Recreation Club trips are a communal activity and that as a participant I will be fully involved in all roles and aspects associated with the trip.
- I hereby understand that the leaders assigned to the trip have the highest authority regardless of their
  age, gender, ethnicity, and/or skill. That throughout the trip, and in the case of any emergency, that I
  as the participant shall abide by their decisions, as long as they do not put me or others in harm's way.

Must Sign	<ul> <li>BY CHECKING THIS BOX I hereby authorize McMaster my photograph to display and otherwise use these purpose of promotional material in connection was Recreation Camps &amp; Programs.</li> <li>I declare having read and understood the above Assumits entirety.</li> </ul>	photographs without charge solely for ith Department of Athletics &
	Signature of Participant	 Date







## **Medical Information Form**

Due to the nature and location of the McMaster Adventure Recreation Club's trips and events, all participants are required to provide accurate health and medical information prior to participation.

McMaster Adventure Recreation Clubs trips and events require moderate to vigorous levels of exertion. Please be aware that these vary based on the trip or event taking place. You must be able to determine for yourself if you are able to take part in such activities. If you are **Pregnant**, have any **Cardiac Conditions**, have had any form of **Organ Transplant**, have had a recent **Orthopedic Injury**, **Surgery**, or have **Physical or Developmental Disability**, we recommend that you **consult with a doctor** prior to taking part in the activity. If you or your physician have any questions regarding these conditions or about the activities taking place, feel free to contact us at <u>outdoorclub.mac@gmail.com</u> or ask your leader directly.

	Yes	No	
			Do you have any <u>Cardiac conditions</u> which may be of concern when physically exerting
			yourself? Please specify if so;  Do you have a bone or joint problem that could be aggravated by proposed physical
>			activity? Please specify if so;
completel			Do you have any <u>Allergies</u> ?  Please specify if so (and severity);  Do you use an Epi Pen? YES NO
//ust Fill C			Do you have <u>Asthma</u> or similar conditions?  Please specify if so;  Do you use an Inhaler? <b>YES NO</b>
			Do you have <u>Dietary Restrictions</u> ? (vegetarian, halal, etc. etc.)  Please specify if so;
			Do you have/take any Medications?  Please specify if so;
<b>^</b>			Are there any other pertinent physical, mental, and/or medical conditions we should be aware of? Please specify if so;
etel			
Compi	Pleas	se prov	Contact Information vide a name and contact number of someone we may contact in case of an emergency. That is not on the trip)
VIUST FIII	Naı	me(s):	Relationship to you:
Ins			
≥ [	COTT		one #(s):
ılust sıgn	All I	nforma	ation provided pertaining to my physical health, medical conditions and emergency contact is accurate to my knowledge.
Vius	Signa	ature o	of Participant — — — — — — — — — — — — — — — — — — —
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# Participant Questionnaire

The following form allows us to collect information and provide statistics on the participants we take out on trip as well as judge the level of experience that you have with outdoor camping and tripping.

	Participant Information			
Collibratery	Participant Name:			
	Participant Date of Birth: Participant Gender:			
5	Participant Citizenship:			
	Participant E-mail: Participant Phone #:			
VIUS	Circle all that apply: <u>Undergrad / Graduate / International / Exchange / Alumni / Staff / Non McMaster</u>			
-	Academic Year:			
_				
	Outdoor trip Experience: (please check and describe in detail all that apply)			
	Day hiking trips:			
<u>کار</u>	Multi-day hiking trips:			
Completery	Backcountry/wilderness camping:			
	First aid training:			
	Swimming ability:			
VIUST FIII	Previous McMaster Adventure Recreation Clubs trips (outdoor, climbing, white water)			
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itelly	Gear Loans (do you need to borrow any gear for the trip?)			
completely	Do you have a hiking pack? YES□ NO□ Would you like to borrow a hiking pack? YES□ NO□			
၁ =	Do you have a sleeping bag? YES□ NO □ Would you like to borrow a sleeping bag? YES□ NO □			
INIUST FI	Do you have a sleeping pad? YES $\square$ NO $\square$ Would you like to borrow a sleeping pad? YES $\square$ NO $\square$			

Thanks for joining us on one of our trips. We hope you have a great time !! <sup>©</sup>



