

**DEPARTMENT OF ATHLETICS AND RECREATION – WEIGHT ROOM AND SPORT
AND RECREATION FACILITIES WAIVER, RELEASE OF LIABILITY, WAIVER OF
CLAIMS AND ASSUMPTION OF RISKS AGREEMENT**

PLEASE READ CAREFULLY – BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.

BETWEEN:

Capilano University, as represented by the Department of Athletics & Recreation, having an office at 2055 Purcell Way, North Vancouver, BC V7J 3H5
(hereinafter referred to as the “University”)

AND:

| | |
|-----------------|--|
| Name: | |
| Address: | |
| Phone Number: | |
| Email: | |
| Student Number: | |

(hereinafter referred to as “Participant” or “I”)

The University requires this Release of Liability, Waiver of Claims and Assumptions of Risk Agreement (“Release”) to be completed and signed by the Participant as a means of confirming the Participant has considered and is aware of the duty they owe to themselves and to all other participants to be informed and aware of the risks and hazards inherent in the chosen activity and to carefully consider those risks and hazards against their personal ability and level of fitness. This is for the protection of the Participant, other participants, the public, and the University.

As a Participant you can and should refuse to undertake any activity that you feel is unsafe or for which you feel there may be inadequate supervision or which you do not feel you have the skills or capability to undertake. If you require additional information or guidance then you should contact the University’s Department of Athletics and Recreation prior to participating in the activity.

ASSUMPTION OF RISKS

I am aware that participation in and use of the University sport and recreation facilities including the University recreation weight room (the “Facilities”) even under the safest conditions, may be hazardous and the Participant may be exposed to elements of risk that may include equipment breakage or failures, conduct of other participants, loss or damage to personal property or bodily injury such as, scrapes and bruises, sprain/breakage of limb, muscle strain, the possibility of internal injuries, concussions, injury from overexertion, sickness or even death.

I am voluntarily using the Facilities and I freely accept and fully assume all such risks and hazards and the possibility of personal injury, death, property damage and losses resulting therefrom.

I acknowledge that it is my responsibility prior to participating in physical activity to learn as much as possible about the risks and hazards of participation, to weigh those risk and hazards against the advantages, and to decide whether or not to voluntarily participate.

ADDITIONAL ASSUMPTION OF RISK DUE TO COVID 19

I understand and acknowledge that COVID-19 is a highly contagious and dangerous disease. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. COVID-19 may result in significant personal injury or death.

I understand that the University has undertaken reasonable steps to lessen the risk of transmission of COVID-19 during my use of the Facilities. However, the University cannot guarantee that infection with COVID-19 may not occur within its premises despite the safety procedures implemented.

I understand that even with the University taking reasonable steps relating to reducing COVID-19 exposure, participation may be hazardous and that I may be exposed to COVID-19 related risks that include:

- the risk of coming into close contact with individuals or objects that may be carrying COVID-19;
- the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and
- injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof.

I expressly agree to accept and assume all of the associated risks of participation.

I further agree that I will not use the Facilities if I am experiencing any symptoms related to Covid-19 infection. Should I develop any symptoms related to Covid-19 or become infected with the virus, I agree to notify the University Department of Athletics & Recreation Office and immediately stop using the Facilities for a minimum of 14 days, beginning from the date of the onset of initial symptoms and/or date of confirmed infection. Prior to returning to the Facilities, I agree to provide sufficient evidence that I have been medically cleared of Covid-19 infection (use of the Facilities will be at the sole discretion of the University Department of Athletics & Recreation Office).

WAIVER OF CLAIMS AND RELEASE OF LIABILITY

In consideration of the University allowing me to use the Facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree to:

- **WAIVE AND RELINQUISH ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS AND OBLIGATIONS** of any kind or nature whatsoever, known or unknown, that I have or may in the future have against the University, its employees, directors and officers, volunteers or agents (“**Releasees**”) resulting from my use of the Facilities and arising from any cause whatsoever, including negligence, breach of contract, or breach of any statutory duty or other duty of care on the part of the Releasees.
- **RELEASE AND FOREVER DISCHARGE** the Releasees from and against any and all liability for any loss, expense, property damage, bodily injury or death that I may suffer as a result of use of the Facilities, or in any manner connected with, related to or as a consequence of my use of the Facilities, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory duty or other duty of care on the part of the Releasees.
- **I AGREE TO HOLD HARMLESS AND INDEMNIFY** the Releasees from any and all liability for (a) any damage to property of, or bodily injury to, any third party, resulting from my negligence or intentional act or omission while using the Facilities, and (b) from any and all non-scheduled or emergency expenses related to first aid or medical treatment or evacuation of Participant in the event of an accident, injury or illness.
- I agree this Release shall be effective and binding upon my successors, assigns, heirs, next of kin, executors, administrators and personal representatives.
- I agree this Release shall be governed by and construed in accordance with the laws of the Province of B.C. Any action or dispute arising out of my use of the Facilities shall be instituted or brought in the courts of the Province of B.C.
- I represent, warrant and agree that, in executing this Release, I am not relying, and have not relied, upon any representation, promise or statement made by the Releasees which is not recited or embodied in this Release.
- I UNDERSTAND THAT I MAY SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT AND FURTHER THAT I AM VOLUNTARILY SIGNING THIS RELEASE.

I HAVE READ AND UNDERSTOOD THIS RELEASE 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, PERSONAL



REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. IT HAS BEEN EXPLAINED TO ME THAT THE RELEASEES WILL NOT PERMIT USE OF THE FACILITIES UNLESS I SIGN AND AGREE TO THIS RELEASE.

Signed this _____ day of _____ 20____

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| Participant Signature | |
|-----------------------|--|

IF THE PARTICIPANT IS LESS THAN 19 YEAR OF AGE, THE PARTICIPANT’S PARENT OR LEGAL GUARDIAN MUST SIGN ON THE PARTICIPANT’S BEHALF BELOW.

ACKNOWLEDGEMENT OF PARENT/GUARDIAN

I am the parent/guardian of the child participant named on page one (“Participant”). I acknowledge that both the Participant and I have read this Release. The Participant and I understand, appreciate, freely accept and fully assume the risks, dangers and hazards referred to in this Release. On my own behalf and on behalf of the Participant, I covenant and agree not to sue or commence any legal proceedings against the Releasees in respect of any loss, damage, injury or expense resulting from said risks, dangers and hazards. I hereby waive any and all claims that I may now or in the future have against the Releasees. I hereby release the Releasees from any and all liability, for any loss, damage or expense that the Participant or I may sustain as a direct or indirect result of the Participant’s use of the Facilities. I agree to indemnify and save the Releasees harmless from any and all liability for any property damage, or personal injury to, or death of the Participant in the Facilities.

Signed this _____ day of _____ 20____

Parent/Guardian Signature: _____

Parent/Guardian name: _____

For more information, contact the Capilano University Department of Athletics & Recreation Office at 604-984-4977.