School of Kinesiology and Health Studies

PHYSICAL ACTIVITY PARTICIPATION WAIVER

2018 KIN Orientation Week Program

THE TRUSTEES OF QUEEN’S UNIVERSITY
AND THE SCHOOL OF KINESIOLOGY & HEALTH STUDIES

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

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

PLEASE READ CAREFULLY.

TO: THE TRUSTEES OF QUEEN’S UNIVERSITY AND THE SCHOOL OF KINESIOLOGY & HEALTH STUDIES

NAME OF PARTICIPANT: ____________________________________________________

ADDRESS OF PARTICIPANT: ________________________________________________

ASSUMPTION OF RISK

I am aware that participating in the activity of: 2018 KIN Orientation Week has many inherent risks, including but not limited to:

PLEASE SEE ATTACHED APPENDIX “A”.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting there from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Trustees of Queen’s University and the School of Kinesiology & Health Studies allowing my participation in the activity of 2018 KIN Orientation Week, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Trustees of Queen’s University, and the School of Kinesiology & Health Studies and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");

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 activity of 2018 KIN Orientation Week 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 ALLOWED UNDER THE OCCUPIERS’ LIABILITY ACT, RSA 1980 c. 0-3 AS AMENDED ON THE PART OF THE RELEASEES;

_________________ (initial here that you have read paragraph 2)

CONTINUED ON NEXT PAGE........
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 participation in the activity of 2018 KIN Orientation Week; and

4. 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.

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 HAVE READ AND UNDERSTOOD THIS AGREEMENT 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 RELEASEES.

Signed this ________ day of ___________________, 20____

______________________________                 ___________________________________
SIGNATURE OF PARTICIPANT                    SIGNATURE OF WITNESS

__________________________________________________
SIGNATURE OF PARENT OR GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS

__________________________________________________
PLEASE PRINT PARENT/GUARDIAN NAME CLEARLY

This agreement must be completed in full, signed, dated, witnessed and paragraph 2 must be initialed before the participant may participate in the activity.
CAMPING AND HIKING

- TERRAIN: Any manner of injury resulting from falls on steep, icy, slippery or uneven terrain.
- WEATHER: Any injury or illness resulting from exposure to cold, wet or windy weather, or the effects of heat and sunlight.
- EQUIPMENT: Any manner of injury resulting from use, misuse, non-use and failure of any equipment.
- REMOTENESS: The possibility of becoming lost and inability to access medical help in an emergency.
- WILD ANIMALS: Bears, other carnivores, rodents, birds, snakes, insects, wood ticks, other curious or aggressive domestic or non domestic animals.
- HAZARDS OF BACKCOUNTRY HIKING: There is a possibility of sudden impact with terrain features that can result in bodily injury or death. Injury or death may be caused by, but is not limited to: a) making contact with rocks, trees, obstructions and other participants, visible or non-visible, b) entanglement or impalement
- OTHER HAZARDS: Rock fall, flood, deadfall, motor vehicle accidents, vandalism or theft of property.

INDOOR AND OUTDOOR PHYSICAL ACTIVITY

- All manner of injury arising from falling and impacting against the floor surface, walls, apparatus/equipment or the ground; incidental and intentional body contact with other participants, referees, or equipment; abrasions or bruises resulting from impact with other participants or equipment; an increased load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances, may result in a heart attack; potential for bone and muscular skeletal injury, such as sprains and strains, episodes of light headedness, fainting, chest discomfort, leg cramps and nausea.
- Any manner of injury resulting from use, misuse, non-use and failure of any equipment.
- All manner of injury as a result of failure to participate safely or within one’s own ability.
- Loss or damage to personal property.

TRAVEL

- I acknowledge that transportation, as it relates to my participation in the Queen’s School of Kinesiology and Health Studies Orientation Week program at Camp Oconto, is provided by the School. I agree to conduct myself appropriately while in transit to and from camp so as to ensure my personal safety and the safety of others in the vehicle, including supervisors, students and the driver of the vehicle.
- I also acknowledge that in the event I choose to travel to and/or from camp in a personal vehicle, I will follow policies and procedures, as laid out by the School of Kinesiology and Health Studies, including completion of waivers of liability that are separate and distinct from this participation waiver.