



RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!

Participant's Initials: _____

TO: THE GOVERNORS OF TRENT UNIVERSITY

PARTICIPANT NAME: _____ STUDENT NUMBER: _____

PARTICIPANT ADDRESS: _____ COLLEGE: _____

CLUB/GROUP: _____

ASSUMPTION OF RISK

I am aware that participating in the activities of my club/group, _____, has inherent risks, including but not limited to:

Terrain: any manner of injury resulting from falls on wet, icy, slippery, or uneven terrain.

Weather: Any illness or injury resulting from exposure to cold, wet or windy weather, or the effects of heat and strong sunlight.

Equipment: Any manner of injury, including death, resulting from the use, misuse, non-use and failure of equipment.

Environmental hazards: any manner of injury, including death, resulting from allergies, illness or exposure to hazardous substances.

Natural hazards resulting in death, injury or property damage (weather, terrain, fire, etc).

Other Hazards: All manner of injury arising from falling and impacting against the floor surface, fence, bleachers, benches, apparatus/equipment or the ground; impacting with other participants, referees, or equipment; making contact with trees, rocks, goal posts, sprinkler heads or other obstructions; entanglement or impairment on obstructions; 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, dislocation or fracture, episodes of light headedness, fainting, chest discomfort, leg cramps and nausea.

Negligence or criminal acts of others.

Theft, vandalism, or loss of personal or intellectual property.

Travel: inherent risk to travel including loss, damage, injury or expense suffered by me in connection with all activities associated within the scope of travelling including but not limited to poor road transportation system, personal injury, health, property damage, expense and other loss, delay or inconvenience, and trip cancellation or curtailment, poor weather, illness, disturbances, motor vehicle accidents, transportation problems; and will adhere to the Department of Athletics Travel Policy regulations outlined in the Athlete Handbook.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, pertaining to my club/group, _____.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Trent University allowing me participate in my club/group, _____, and other good and valuable consideration, the sufficiency and receipt of which is irrevocably acknowledged, I agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Trent University, its governors, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as the Releasees);

This agreement must be completed in full, signed, dated, and witnessed before the participant may participate in _____

2. TO RELEASE THE RELEASEES from any liability for any loss, damage, death, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in my club/group _____, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE.

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, including death, resulting from my participation in my club/group, _____

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 Releases 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, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 2_____.

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS



PHOTO/IMAGE RELEASE AND WAIVER

I hereby give Trent University, its assigns, licensees and legal representatives the irrevocable right to use my name/photograph/image/audio recording/video recording/ and likeness ("My Image") in all forms and manner including but not limited to publication on Internet Web Sites, broadcasts and any other publications as released to or by Trent University. I understand that Trent University cannot control unauthorized use of My Image by persons not associated with Trent University once My Image has been published. I hereby forever waive any right to inspect or approve any publication of My Image by Trent University. I have carefully reviewed and understand the above provisions and agree to be bound by them. I voluntarily and irrevocably give my consent and agree to this Release and Waiver.

DATE: _____

NAME: _____
(Please print)

TELEPHONE: _____

SIGNATURE: _____

The information on this form is collected under the authority of the Trent University Act, 1963 Section 18 (3) (c) and is needed to obtain your consent for the use of your photograph/image/audio recording. The information will be used by the Marketing & Communications Office only for the purpose of verifying that proper consent has been provided. If you have any questions about the collection, use or disclosure of this information by the University, please contact: Director, Marketing & Communications, Trent University, 1600 West Bank Drive, Peterborough, ON K9J 7B8, tel: (705) 748-1011, ext. 1303 or email mburns@trentu.ca.

This agreement must be completed in full, signed, dated, and witnessed before the participant may participate in _____