



UNIVERSITY OF WATERLOO DEPARTMENT OF ATHLETICS WAIVER

Release of Liability, Waiver of Claims, and Assumption of Risks

WARNING: By signing this document, you will be giving up certain legal rights, including the right to sue.
PLEASE READ CAREFULLY.

Program: WATERLOO WARRIORS VARSITY SPORTS TEAM
(Hereafter referred to as "Warrior Athletics")

NAME: _____ PERMANENT ADDRESS: _____
ID #: _____ PERMANENT PHONE #: _____
LOCAL PHONE #: _____ EMAIL: _____

ASSUMPTION OF RISK: I HEREBY WARRANT THAT I AM PHYSICALLY FIT, AND THAT I AM AWARE THAT THERE IS POTENTIAL RISK FOR INJURY INVOLVED IN THE TRAINING AND PARTICIPATION OF ANY PHYSICAL ACTIVITY. I am aware and acknowledge that participating in my sport, _____, has many inherent risks, including but not limited to:

- **INJURIES:** spinal and neurological injuries, head injuries (including concussions), fractures, sprains, strains, contusions, dislocations, environmental related injuries (including heat and cold related illnesses), as well as injuries that may result from the administering of medical services by the University of Waterloo therapy staff (including prophylactic taping, assessment, rehabilitation, and emergency care).
- **ILLNESS:** the risk of bodily injury, illness, and/or exposure to (and thereafter contraction of or carrying and transmitting to others) infectious diseases including but not limited to MRSA, influenza, COVID-19, and/or other communicable diseases.
- **WEATHER:** environmental conditions (including lightning).
- **EQUIPMENT:** any manner of injury resulting from use, misuse, non-use and failure of any personal and/or University of Waterloo equipment.
- **TERRAIN:** any manner of injury resulting from falls on steep, icy, slippery, or uneven terrain and playing surfaces.
- **TRAVEL:** any manner of injury resulting from travel to and from, as well as within facilities at which participation in sports/activities is undertaken.
- **PRIVACY BREACH:** the risk of breach or invasion of privacy with any virtual programming such as from any unauthorized recording, attendance, or observation of your location.

Please initial beside the following statement to confirm:

____ I understand that the risks of my sport cannot be eliminated. Warrior Athletics seeks to create a safe environment, but the program and those who are involved in it, are not infallible. Employees, coaches or others may be unaware of a participant's abilities or health status. They may give incomplete warnings or instructions. Equipment or software may malfunction. The measures to reduce likelihood of risk of infection with COVID-19 may not be followed or may be inadequate. These are only a few examples of possible causes or contributors.

____ I am aware that I should discuss my participation in my sport with my physician to determine the effects on my current health.

____ I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL RISKS, DANGERS AND HAZARDS, no matter howsoever caused or contributed to, including but not limited to injury through physical activity and/or use of equipment and facilities, and the possibility of personal injury, death, property damage or losses, resulting from my participation in the Warrior Athletics program. I elect to participate in the Warrior Athletics program in spite of the risks.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: in consideration of approval to participate in the University of Waterloo, Department of Athletics Warrior Athletics program, I hereby agree as follows:

Please initial beside each statement to confirm:

____ TO WAIVE ANY AND ALL CLAIM(S) that I have or may in the future have against the University of Waterloo, its members, directors, officers, employees, agents, independent contractors, volunteers, game officials, coaching staff, and other players (all of whom are hereinafter collectively referred to as "Releasees") relating to or arising out of my participation in the Warrior Athletic program.

____ TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, death, or expense that I may suffer or that my next of kin may suffer as a result of my participation in Warrior Athletics due to any cause(s) or contributing factor(s) whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE (including any duty owed under the *Occupier's Liability Act*, R.S.O. 1990, c. O-2, as amended) on the part of the Releasees.

____ I UNDERSTAND and ACKNOWLEDGE that I am responsible to ensure my own adequate medical, personal health, dental and accident insurance coverage, as well as protection of my personal belongings. I confirm that I am aware that my student health plan, which includes accident coverage for new, incoming students will not activate until September 1st AND when I have arranged my fees.

____ TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, or costs and expenses (including legal fees) of, any third party, relating to or arising out of my participation in my sport/activity, including any caused or contributed to by any act, omission, or negligence of the Releasees.

____ 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.

____ THIS AGREEMENT shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, as applicable. The Ontario courts shall have exclusive jurisdiction over all claims, disputes, and actions arising out of and related to the participation in Warrior Athletics and this waiver and the parties hereby attorn to the jurisdiction of the Ontario courts. If any provisions of this Agreement are invalid or unenforceable, the other provisions will remain in full force and effect.

____ IN ENTERING INTO THIS AGREEMENT, I am not relying upon any oral or written representations or statements initially made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM ACCEPTING RISKS AND WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

By signing below, I confirm that I have authority to enter into this Agreement and understand that the terms contained herein are legally binding. I understand and agree that the assumption of risk contemplated herein is intended to be as broad and inclusive as possible by the applicable laws of Canada and that if any portion hereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

Signed this ____ day of _____, 20 ____.

Signature of Athlete (if 18 years old or older): _____

Witness: _____

Print name clearly: _____

Print name clearly: _____

** Signature of Parent/Guardian: _____

Witness: _____

Print name clearly: _____

Print name clearly: _____

This Agreement must be signed and provided, without any revision, prior to any participation in any Warrior Athletics program.

** Parent/Guardian signature is required if the athlete is resident in Ontario and under 18 years old. If outside Ontario, Quebec, Alberta, Manitoba, PEI, or Saskatchewan, then Parent/Guardian signature is required if under 19 years old.