



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")**

**ACCEPTANCE OF AGREEMENT BY PARTICIPANT'S PARENT OR GUARDIAN:
FOR PARTICIPANTS YOUNGER THAN 18 YEARS OF AGE**

PLEASE READ CAREFULLY!

PARENT/GUARDIAN Initials

CHILD'S NAME			
PARENT/GUARDIAN'S NAME			
COMPLETE ADDRESS Including City and Postal code			
TELEPHONE	HOME	OFFICE	MOBILE
LU ID # (if applicable)		EMAIL	

ACTIVITIES, PROGRAMS, EVENTS AND PERSONS COVERED BY THIS RELEASE AGREEMENT

This Release Agreement applies to the use of all facilities, premises and equipment and participation in all activities, programs or events mentioned on the Lakehead University Website: www.thunderwolves.ca, including all participation in individual use of the facility, activity classes, aquatics & fitness programs and classes, intramural & campus rec programs and Lakehead Student Sport Clubs ("all of which are hereinafter collectively referred to as Lakehead Athletics Programs).

This Release Agreement applies to and protects Lakehead University and it's Board of Governors, officers, directors, employees, agents, independent contractors, subcontractors, representatives, successors and assigns and all instructors, coaches, managers, volunteers, sponsors, officials and officers in any way involved or connected with Lakehead Athletics Programs and other Lakehead Athletics members including all Student Sport Club members while involved in Lakehead Athletics Programs (all of whom are hereinafter collective referred to as "the Releasees".

ASSUMPTION OF RISKS

I am aware that participation in Lakehead Athletics Programs involves various risks, dangers and hazards, including but not limited to:

The risk of serious injury or death, abrasions, bruises, and cuts to skin and/or flesh, and injuries, including fractures and dislocations, to bones, muscles, ligaments, tendons, joints, nerves, eyes, ears, teeth and internal organs, as well as concussions and/or paralysis caused by injury to the spinal cord or brain resulting from, including but not limited to: stress on the body due to running, jumping, sudden starting or stopping; slips, falls, wrenching motions, and collisions in consequence of error or equipment failure. Equipment includes, without limitation, field and track, portable nets and goal posts, divider net, cardio machines, free weights, and other fitness equipment; reckless behavior of myself and/or others associated with the facility; and negligence on the part of the Releasees.

This includes failure by the Releasees to take reasonable steps to safeguard or protect my child from injury or from the risks, dangers and hazards of participation in Lakehead Athletics Programs. Many of the Lakehead Athletics Programs are unsupervised. I understand that it is my responsibility to learn about and understand the risks, dangers and hazards or participating in Lakehead Athletics Programs and that I may contact a Lakehead University Athletics Manager or Coordinator if I require more information on this.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of the Releasees permitting my participation in Lakehead Athletics Programs, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees arising out of any aspect of my participation in Lakehead Athletics Programs and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin my suffer during my participation in Lakehead Athletics Programs, 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 OWED UNDER THE **OCCUPIERS LIABILITY ACT**, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISTKS, DANGERS AND HAZARDS 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 Lakehead Athletics Programs;
- This Release 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 Release Agreement and any rights, duties and obligations as between the parties to this Release 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 Release 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 Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Lakehead Athletics Programs, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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. I EXECUTE THIS AGREEMENT VOLUNTARILY.

Signed this _____ day of _____, 20____

Signature of Participant
Print Name

Signature of Witness
Print Name