



University of Guelph, Department of Athletics Assumption of Risk and Liability Waiver

Release of Liability and Assumption of Risks

WARNING: By signing your name at the end of this document, you will waive certain legal rights, including the right to sue.

Please read carefully!

TO: The University of Guelph

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 agree on behalf of myself, my assignees, executors, and heirs, to release, indemnify and hold harmless the University of Guelph and their trustees, officers, agents, and employees from any and all liability, damage, claim of any nature brought by me, my assignees, executors, and heirs arising out of or in any way related to my participation in varsity team activities.

I hereby acknowledge and accept the risks inherent in my physical activity and participation in varsity sport activities and assume responsibility for my personal health, medical, and accident coverage including the following:

1. **INJURIES:** including but not limited to sprains, strains, contusions, dislocations, fractures, environmental related injuries (including heat and cold related illnesses), spinal and neurological injuries, head injuries (including concussions), as well as injuries that may result from the administering of medical services by the University of Guelph medical staff (including prophylactic taping, assessment, rehabilitation, and emergency care).
2. **ILLNESS:** the risk of bodily injury, illness and/or exposure to infectious diseases including but not limited to MRSA, influenza, COVID-19 and/or other communicable diseases, which cannot be eliminated notwithstanding the care and precautions taken by the University to mitigate against such risks.
3. **WEATHER:** environmental conditions (including lightning).
4. **EQUIPMENT:** any manner of injury resulting from use, misuse, non-use and failure of any personal and University of Guelph equipment.
5. **TERRAIN:** any manner of injury resulting from falls on steep, icy, slippery or uneven terrain and playing surfaces.
6. **TRAVEL:** any manner of injury resulting from travel to and from, as well as within facilities at which participation in sports/activities is undertaken.



7. PRIVACY BREACH: the risk of breach or invasion of privacy with any virtual programming, such as from any unauthorized recording, attendance, or observation of anything at your location.

IN CONSIDERATION OF the University of Guelph allowing my participation in varsity sports, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the University of Guelph, and its members, officers, directors, employees, students, agents, volunteers and independent contractors (all of whom are from this point referred to as "the Releasees") arising from or related to my participation in varsity sports;
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, illness, death or expense that I may suffer or that my next of kin or members of my household may suffer as a result of my participation in varsity sports, including such loss, damage, injury, illness, death or expense that is caused by the negligence, breach of contract, or breach of any statutory or other duty of care (including any duty owed under the Occupier's Liability Act, RSO 1990 c O.2, as amended) on the part of the Releasees.
3. 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.

This Assumption of Risk and Liability Waiver 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 agreeing to this Assumption of Risk and Liability Waiver, 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. I AM AWARE THAT BY ENTERING MY NAME BELOW I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY ON MY BEHALF, HAVE AGAINST THE RELEASEES.

Name: _____

Signature: _____

Date: _____