

**YORK UNIVERSITY
ACTIVITY/EVENT ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

**TO: THE BOARD OF GOVERNORS of YORK UNIVERSITY
ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT
WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

PLEASE READ CAREFULLY!

Initials: _____

STUDENT NAME (Please Print): _____ STUDENT # _____ DOB (MM/DD/YYYY): _____

PERMANENT ADDRESS (Street, #, City, Prov.; Postal Code):

TELEPHONE NUMBER(S): _____ EMAIL: _____

Parents/Guardians, please complete the "CONSENT TO PARTICIPATE" section and provide signature at the end of document if the Participant is 18 years of age or younger.

*****CONSENT TO PARTICIPATE**

I, _____, the parent or legal guardian of _____, hereby give my consent to his/her participation in the event as stated below (the "Event") at York University.

DISCLAIMER

The Board of Governors of York University, their officers, directors, agents, contractors, employees, volunteers, members and representatives of the York University College Councils (all hereunder collectively referred to as "the Released Parties") are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the activities/events of **Orientation 2013** (the "Event") and related activities of the Event provided through the Released Parties, including injury, loss or damage which might be caused by the Negligence of the Released Parties. I am aware that participating in the Event has some inherent risks including but not limited to:

ASSUMPTION OF RISKS

Travel: visible and non-visible risks associated with travel to and from locations to be visited, including accidents during transport by bus, public or private motor vehicle; **Event Location:** the possibility of being left without transportation if I choose not to show up at the specified time and location; the possibility of becoming lost or injured, and the inability to receive immediate medical services due to remoteness of location with poor communications or any manner of injury or illness resulting from disregarding the safety instructions of the Released Parties **Bodily Injury:** including illness or being involved in a physical confrontation whether caused by myself or someone else; **Intoxication:** and/or alcohol poisoning from the alcohol I consumed during the above stated Event whether voluntarily or through coercion resulting in illness, injury or death; **Financial Loss:** and **Loss of personal property:** including vandalism and theft.

I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage, expense and other loss delay or inconvenience resulting there from or from acts or omissions, including negligence of the Released Parties. Initials: _____

I understand that I am solely responsible for my own health, medical, dental, and property insurance. Initials: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Released Parties allowing me to voluntarily participate in the Event, I hereby agree as follows:

1. **RELEASE AND WAIVE** as against the Released Parties any and all losses, liabilities, damages, injuries including death, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, howsoever arising out of or in connection with my voluntary participation in the Event. _____ (initial here that you have read the paragraph)

2. I shall indemnify and hold harmless the Released Parties from any and all losses, liabilities, damages, injuries, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the **Occupiers Liability Act, RSO 1990 c.o.2.**, as amended, on the part of the released parties, howsoever arising out of or in connection with my voluntary participation in the Event.

3. This Agreement is governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. This Agreement survives termination of my voluntary participation in the Event. This Agreement cannot be modified or interpreted except in writing by York University and no oral modification or interpretation is valid.

4. This Agreement ensures to the benefit of and is binding upon me, my heirs, next of kin, executors, administrators, representatives, successors and assigns.

ACKNOWLEDGEMENT

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Released Parties other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY VOLUNTARILY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASED PARTIES.

Signed this _____ day of _____, 20____

SIGNATURE OF STUDENT

SIGNATURE OF WITNESS

***SIGNATURE OF PARENT/GUARDIAN

PRINTED NAME OF STUDENT

PRINTED NAME OF WITNESS

***PRINTED NAME OF PARENT/GUARDIAN

***EMERGENCY CONTACT INFORMATION**

*EMERGENCY CONTACT

*EMERGENCY PHONE NUMBER

*RELATIONSHIP TO STUDENT

PHOTO and VIDEO RELEASE: I authorize York University to use any photograph(s) and/or videos that are taken of me while I am participating in the Event for promotional materials and media articles. Initials: _____

Privacy: Personal information in connection with this form is collected under the authority of *The York University Act, 1965* and will be used for the purpose of administering your participation in the Event and related purposes. If you have any **questions about the collection, use and disclosure** of your personal information by York University, please contact; **York University, 4700 Keele Street, Toronto, Ontario, M3J 1P3, Telephone: 416-736-2100**