

VANCOUVER ISLAND UNIVERSITY

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

INITIAL:

PLEASE READ CAREFULLY!

Participant Name: (the "Participant") and VIU Student No.	Name: VIU Student No.:	Activities Date(s):	
Address:			

TO: VANCOUVER ISLAND UNIVERSITY (hereinafter referred to as "VIU")

In this Release Agreement, the term "Activities" shall include but is not limited to the activities, events and services provided, arranged, organized, conducted, sponsored or authorized by VIU's Faculty of International Education as part of its Cultural Connections Program or other student group activities programs including, but not limited to: day trips to Vancouver, Victoria and other surrounding communities, sightseeing, skiing, snowboarding, snowshoeing, ice skating, cycling, mountain biking, hiking, indoor rock climbing, horseback riding, cooking, zip lining, caving, sea tours (including whale watching) by boat, beach activities, snow tubing, swimming, river rafting, kayaking, canoeing and other water paddle activities, team sports, and other such activities; including orientations, instructional sessions or classes, catered functions, and public or private transportation.

ASSUMPTION OF RISKS

I am aware that the Activities include inherently dangerous activities that involve risks, dangers and hazards including but not limited to: facilities or equipment related faults, defects, or hazards; facilities or equipment operator error; failure of personal flotation devices or other flotation devices; outdoor areas that are uncontrolled, unmarked, and not inspected; dangerous, rough or uneven terrain with unexpected hazards, falling objects, avalanches, encounters with unpredictable and dangerous wildlife; exposed and falling rock, earth, ice, trees, and other natural objects; tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the surface; reduced visibility; streams, creeks, and exposed holes; impact or collision with trees, lift towers, fences, snow making or snow grooming equipment, snow cats, snowmobiles or other vehicles, equipment or structures; boarding, riding and disembarking facilities or equipment including but not limited to ski lifts; dangerous and unpredictable ocean or fresh water conditions including but not limited to changing water flow, tides, currents, waves, ships' wakes, high water, and rocks; collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; changing weather conditions including but not limited to conditions that may cause the terrain, equipment or structures to be slippery, or cause weather related accidents or injuries; motor or other vehicle accidents or collisions; loss of balance or control; physical coordination; falls, physical exertion; shock, stress or other injury to the body; the failure to act safely or within one's own ability; the failure to stay within designated areas; the possibility that any of the participants may not heed safety instructions or restrictions given to the group; becoming lost or separated from one's group or guide; delayed rescue and limited accessibility for first aid responders; negligent first aid; negligence of other participants, skiers, snowboarders, cyclists, hikers and other persons; negligence of third party operators, and **NEGLIGENCE ON THE PART OF VIU, VIU'S STAFF, OR VIU'S CONTRACTORS OR SUBCONTRACTORS. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF VIU OR ITS STAFF TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the Activities and that many are unmarked.

THE PARTICIPANT IS PARTICIPATING IN THE ACTIVITIES VOLUNTARILY AND NOBODY BY OR ON BEHALF OF VIU HAS INDUCED THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITIES OR MADE ANY REPRESENTATIONS TO THE UNDERSIGNED ABOUT THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES OTHER THAN THOSE INDICATED IN THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

IF THE PARTICIPANT IS UNDER 19 YEARS OF AGE, I AM THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN AND I CONSENT TO THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES AND ASSUME ALL RISKS AND HAZARDS OF, AND INCIDENTAL TO, THE PARTICIPATION OF THE PARTICIPANT IN THE ACTIVITIES.

VANCOUVER ISLAND UNIVERSITY

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of VIU accepting the Participant's enrolment in the Activities and permitting the Participant's use of VIU facilities and property, or the facilities and property of third parties, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against VIU, its board of governors, officers, employees, agents, representatives, volunteers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES"), and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that the Participant may suffer, or that next of kin may suffer resulting from either the Participant's use of or presence on VIU facilities and property, or the facilities and property of third parties, or participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE **OCCUPIERS LIABILITY ACT**, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;

INITIAL:

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property or personal injury to any third party, resulting from the Participant's use of or presence on VIU facilities or property, or the facilities and property of third parties, or participation in the Activities;
3. This Release Agreement shall be effective and binding upon the Participant's heirs, next of kin, executors, administrators, assigns and representatives, in the event of the Participant's death or incapacity;
4. 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Release Agreement.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH THE UNDERSIGNED OR THE PARTICIPANT'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

INITIAL:

Signed this ____ day of _____, 20__.

If participant is 19 years or older:

PARTICIPANT:

WITNESS*:

Signature of Participant

Signature of Witness

Name of Participant (print clearly)

Name of Witness (print clearly)

If participant is under 19 years of age or with a legal disability:

PARENT/LEGAL GUARDIAN:

WITNESS*:

Signature of Parent/Legal Guardian

Signature of Witness

Name of Parent/Legal Guardian (print clearly)

Name of Witness (print clearly)

Address and phone number

NOTE: * For a participant that is 19 years or older, the witness will be a VIU employee. For a participant under 19 years old, the witness will be a VIU employee unless the parent or legal guardian is not on site in which case the parent or legal guardian's signature should be witnessed by a person that is not of their immediate family and must supply their address and telephone number.