

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement") BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT - *PLEASE READ CAREFULLY!*

Name	First Name	Last Name:	New <input type="checkbox"/>	Returning <input type="checkbox"/>
Status	Student ID	Staff/Faculty Dept.	Community	
Address Current Location	Street:			Apt:
	City:		Province:	Postal Code:
	Residence Student Room # _____ <input type="checkbox"/> Assisi <input type="checkbox"/> Birch 1 <input type="checkbox"/> Birch 2 <input type="checkbox"/> Birch 3 <input type="checkbox"/> Birch 4 <input type="checkbox"/> Birch 5 <input type="checkbox"/> Westwood			Off Campus <input type="checkbox"/>
Phone	Cell #: ()	Home #: ()	Email:	
	Emergency Contact Information		First Name	Last Name:

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

This Release Agreement applies to the use of all MSVU Athletics & Recreation facilities, premises and equipment and participation in all in-person and virtual/online MSVU Athletics & Recreation activities, programs or events, including but not limited to all participation in activity classes, fitness programs, intramural programs, sport leagues, varsity programs and MSVU Athletics & Recreation events ("collectively, the **"A&R Activities"**"). This Release Agreement applies to and protects MSVU and its 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 A&R Activities and other MSVU Athletics & Recreation members including all members, program participants and varsity athletes while involved in A&R Activities (collectively, the **"Releasees"**)

ASSUMPTION OF RISKS

I am aware that participation in in-person and virtual/online A&R Activities involves various risks, dangers and hazards, including but not limited to the risk of serious injury or death and negligence on the part of the Releasees, which includes failure by the Releasees to take reasonable steps to safeguard or protect me from injury or from the risks, dangers and hazards of participation in A&R Activities. Many of the A&R Activities are unsupervised. I understand that it is my responsibility to learn about and understand the risks, dangers and hazards of participating in A&R Activities and that I may contact an MSVU Athletics & Recreation staff member if I require more information on these risks, dangers and hazards.

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 A&R Activities, I hereby agree as follows:

1. **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 A&R Activities and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, illness (including contracting Covid-19), or injury including death that I may suffer or that my next of kin may suffer during my participation in A&R Activities, **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. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**
2. **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 A&R Activities;
3. 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;
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 Nova Scotia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Nova Scotia and shall be within the exclusive jurisdiction of the Courts of the Province of Nova Scotia.

Privacy Statement:

The Mount is committed to ensuring the protection of your personal information; any personal information you provide will be collected, disclosed, retained, and made secure in accordance with the conditions stated on this form, and in compliance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and the Freedom of Information and Protection of Privacy (FOIPOP) Act. For further information, please refer to the University Academic Calendars.

The information you provide will be stored in the *PerfectMind Recreation Management Software Suite* hosted within Canada on a server owned and maintained by *PerfectMind*. This arrangement is facilitated through a binding contract between **the Mount** and **PerfectMind**.

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 A&R Activities, 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 ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO SEEK CLARIFICATION CONCERNING ANY OF ITS TERMS. I UNDERSTAND THAT IF I HAVE ANY QUESTIONS REGARDING THIS RELEASE I SHOULD CONSULT A LAWYER PRIOR TO SIGNING THIS RELEASE.

Signed this _____ day of _____, 20_____.

To be signed in the presence of, and witnessed by an MSVU Athletics & Recreation (A&R) Representative.

Signature of Participant
Participant - Print Name Clearly

Signature of Witness: (MSVU A&R Representative)
Witness - Print Name Clearly

Office Use ONLY:
Computer: Yes
By: _____
Date: _____