

Waiver of Liability, Assumption of Risk & Indemnity Agreement

Elective/Voluntary Activities Waiver

Waiver: In consideration of being permitted to participate in any way in activities at Niagara College hereinafter called “The Activity”, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Niagara College of Ontario, its officers, employees, and agents from liability from any and all claims including the negligence of The Regents of Niagara College of Ontario, its officers and employees and agents, resulting in personal injury, accidents or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risks: Participation in The Activity carries with it potential risks and exposures that cannot be eliminated regardless of the care taken. (Risks may vary from environmental, travel to activity related).

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of Niagara College HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of Canada and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, **and intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant

Print Name of Participant

Date