



# Niagara College

## Waiver of Liability, Assumption of Risk & Indemnity Agreement

### Stretch & Flex

Herein called “The Activity”, I for myself, my heirs, personal representative 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.

I agree

#### Assumption of Risks

Participation in The Activity carries with it the 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.

I agree

#### Indemnification and Hold Harmless

I also agree to INDEMNIFY AND HOLD the Regent 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.

I agree

Severability

The undersign further expressly agrees that the foregoing waiver assumption of risks agreement is intended to be as broad and inclusive as it 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.

I agree

Acknowledgment of Understanding

I have read this waiver of liability, assumption of risk, and indemnity agreement fully, and I 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 voluntary and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law.

I agree

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date