**EVENT/FIELD TRIP WAIVER**

**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!**

TO: TORONTO METROPOLITAN UNIVERSITY

NAME OF PARTICIPANT:

ADDRESS OF PARTICIPANT:

**ASSUMPTION OF RISKS:**

I am aware that travelling to and from, and participating in, (add the name and date of the event here) (hereinafter referred to as the "**Event**"), has inherent risks, including but not limited to: any manner of injury resulting from being a passenger on a train, boat or automobile, including but not limited to injury resulting from capsizing, hypothermia, exposure to water and sun or falling in or from boat, motion sickness, collision with objects in water, other watercraft, docks & shore walls, technical malfunction, or human error; illness or injury resulting from exposure to unfamiliar environments or to hot, cold and/or adverse weather; the possibility of becoming lost and unable to access medical help in an emergency; use, misuse, non-use, or failure of any equipment; illness or injury resulting from consumption of food or beverages, including but not limited to food sickness, allergic reaction, choking, and/or adverse interaction with prescribed medications; any manner of injury resulting from falling and impacting the ground; and any manner of injury resulting from physical contact with another attendee of the Event, a motor vehicle, a non-motorized vehicle, pedestrians, and other possible obstacles or obstructions. I am in reasonable health and am not otherwise limited by either minor or serious mental or physical injury, disability, or illness that could potentially render me particularly susceptible to injury or disability while participating in any activity contemplated by the Event.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY:**

In consideration of Toronto Metropolitan University allowing my participation in the Event, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS, demands, lawsuits, costs and expenses (including legal fees and disbursements) that I have or may have in the future against Toronto Metropolitan University or its governors, officers, employees, students, agents, volunteers, or independent contractors (all of whom are hereinafter collectively referred to as **"the Releasees"**);
2. TO RELEASE THE RELEASEES from any and all liability for any personal injury, death, property damage, loss, expense, or any other liability of any kind, including negligence, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE howsoever arising out of or in connection with my participation in the Event;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the Event; and
4. This Agreement is effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

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

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY 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 RELEASEES.

Signed this \_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_.

Signature of Participant Signature of Witness

Print Participant’s Name Print Witness Name

**This Agreement must be completed in full, signed, dated and witnessed before the participant may participate in this event.**