

Athletic, Aquatics and Fitness Centre Activities - ADULT WAIVER

TO: CARLETON UNIVERSITY

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING: BY ACCEPTING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

ASSUMPTION OF RISK

Participation in the activity(s) at Carleton University's Recreation and Fitness Centre, carries with its certain inherent risks. I am aware that, while participating in the activity(s), I may be exposed to any manner of harm, injury, illness, death or property damage resulting from such risks, including but not limited to the following:

General:

- Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water damage;
- Travel by motor vehicle, bus, traffic accidents, poor road conditions, watercraft, airplanes or any other means of transportation to, from, or during the activity(s).

NOTE: Please consult with your physician prior to participating in any physical activity(s) or using any equipment if you have any pre-existing conditions which may be affected by your participation in the activity(s).

Sporting Activities:

- All manner of muscular and skeletal injuries, bruises, scrapes, cuts, strains, sprains, leg cramps, dislocations, or bone injuries;
- Head, facial, dental and neurological injuries such as concussions and traumatic brain injuries (TBI);
- An increased load on the heart that may result in dizziness, shortness of breath, fainting, chest pain or discomfort, nausea, and in extreme circumstances may result in a heart attack;
- Being struck with projectiles;

- Falling against, impacting, entanglement or impairment on apparatus, equipment or other natural or man-made obstacles (visible or not visible), or against the ground, floors, walls or other surfaces;
- Contact with participants, officials, spectators, or other people or sustaining injuries arising from their actions;
- My participation and/or use of equipment beyond my own skills and abilities; and
- The use, misuse, failure or malfunctioning of equipment.

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 AGREEMENT

In consideration of Carleton University permitting my participation in the activity(s) of **Athletic, Aquatics and Fitness Centre**, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Carleton University and its members, officers, employees, students, agents, volunteers and 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 loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the activity(s) of **Athletic, Aquatics and Fitness Centre** 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 OWED UNDER THE OCCUPIER'S LIABILITY ACT, RSA 2000 c. 0-4 AS AMENDED ON THE PART OF THE RELEASEES;
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 activity(s) of **Athletic, Aquatics and Fitness Centre**; and
4. THAT if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(s) in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment.
5. This 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.

6. This Waiver shall be governed by and construed in accordance with the laws in force in the province of Ontario and the federal laws of Canada, as applicable. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to this course/activity and this Waiver and the parties hereby attorn to the jurisdiction of Ontario courts.

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

I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.