

# ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND RELEASE OF LIABILITY AGREEMENT

## Dalhousie Student Union (DSU) - Dalhousie Outdoors Society (DOS)

Participant Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Email address: \_\_\_\_\_

**This is a binding legal agreement. Please clarify any questions or concerns before signing.**

This Agreement must be signed by the Participant and/or the Participant's parent/guardian (when the Participant is younger than 18 years old) prior to participation.

The Participant acknowledges and agrees to the terms outlined in this document.

When applicable, the Participant's parent/guardian acknowledges and agrees to the terms on behalf of the Participant and references in this document to the Participant agreeing to or acknowledging a risk or term means that the Participant's parent/guardian has agreed to or acknowledged the risk or term on behalf of the Participant.

### ACTIVITIES

The Participant is voluntarily participating in ACTIVITY (the "Activities") and any associated orientation, instruction, programming, and services of Dalhousie Student Union. For the purposes of this document, the DSU includes its affiliated organizations such as the Dalhousie Outdoors Society (the "DOS"), and the respective directors, officers, members, employees, coaches, volunteers and agents of the Dalhousie Student Union and affiliated organizations, as well as the owners/operators of the facility at which the Activities take place.

The "Activities" organized and hosted by the DOS extend to, but are not limited to the following recurring activities:

### ACTIVITIES - Day Trips

Day Trips refer to any ACTIVITY that takes place during daylight hours, and, that does not include an element of overnight stay by the participants. These activities include but are not strictly limited to the following recurring ACTIVITIES hosted and organized by the DOS:

- *Surfing,*
- *Canoeing,*
- *Kayaking,*
- *Hiking,*
- *Biking,*
- *Outdoor Yoga,*
- *Outdoor Meditation,*
- *Snowshoeing,*
- *Skiing (cross-country or otherwise),*
- *Snowboarding,*
- *Slacklining,*
- *Trail Running,*
- *Climbing (rock climbing, bouldering, ice climbing or otherwise),*
- *Kite Surfing,*
- *Tidal Board Rafting,*
- *Mud Sliding,*
- *Sailing,*

- Archery,
- Fishing,
- Ice Fishing,
- Swimming (including body surfing and polar bear dips),
- Orienteering,
- Geocaching,
- Stand-Up Paddle Boarding,
- Birding,
- Shelter Building,
- Trail Building,
- Outdoor Clean-Ups (trails, wilderness, beach or otherwise),
- Knots courses,
- Interactive Outdoor Workshops (woodsman, survival, training, outdoors cooking, among others),
- Go-Karting,
- Gear Swapping,
- Repair Events,
- Outdoors Socials.

### **ACTIVITIES – Evening Trips**

Evening Trips refer to any ACTIVITY that takes place during nighttime hours, and that does not include an element of overnight stay by the participants. These activities include but are not strictly limited to the following recurring ACTIVITIES hosted and organized by the DOS:

- Stargazing,
- Astronomy Lessons
- Planetarium Visits
- Bonfires.

### **ACTIVITIES – Overnight Trips**

Overnight Trips refer to any ACTIVITY that takes place, be it during daytime or nighttime hours, and does include an element of overnight stay by the participants. These ACTIVITIES would involve any events for which consecutive day(s) are present as part of the planned ACTIVITY, and will traditionally consist of +8 hours of programming. These activities include but are not strictly limited to the following recurring ACTIVITIES hosted and organized by the DOS:

- Car Camping,
- Canoe Overnight Trip,
- Kayak Overnight Trip,
- Backpacking,
- Bikepacking
- Indoor “Learn-to-Camp” events.

The DSU is not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during or because of the Activities, including when caused by the negligence of the DSU.

## RISKS

The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life. These risks include:

- a) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.
- b) Premises: defective, dangerous, or unsafe condition of the facilities; dangerous, unsafe, or irregular conditions; and travel to and from the premises.
- c) Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of, or the failure by, the Releasees to provide any warnings, directions, instructions, or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within the Participant's own ability.
- d) Advice: negligent advice regarding the Activities.
- e) Ability: failing to act safely or within the Participant's own ability or within designated areas.

## COVID-19

COVID-19 has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. DSU has put in place preventative measures to reduce the spread of COVID-19; however, DSU cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19 or any other contagious disease.

The Dalhousie Student Union (DSU) will abide by the guidelines and policies recommended by the province of Nova Scotia and Dalhousie University; all events hosted by DOS will be advised and revised to fall within these safety parameters as per the discretion of the Societies and Programming Coordinator. DSU has the discretion to remove the Participant from the Activities if the Participant does not comply with the protocols.

## TERMS

In consideration of DSU allowing the Participant to participate in the Activities, the Participant agrees:

- a) That the Participant is not relying on any oral or written statements made by DSU or their agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities
- b) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Participant assumes all risks related to the Participant's mental and physical condition
- c) To comply with the rules and regulations for participation in the Activities
- d) To comply with the rules of the Activities and equipment

- e) The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way
- f) That it is the Participant's sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant acknowledges and accepts the suitability and conditions of the Activity
- g) That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death

## **ACTIVITIES STATUS**

The Participant agrees that DSU has the discretion to cancel or modify the structure of any Activities due to a public health or safety issue.

The Participant agrees that DSU may implement and enforce guidelines for participation that may include adhering to protocols, signing declarations of compliance, or requiring that personal protective equipment be worn by Participants. DSU has the discretion to remove any Participant who does not comply with any policies or protocols, sign a declaration, or wear personal protective equipment.

When required, the Participant is responsible for providing their own personal protective equipment.

## **DISCLAIMER**

The Participant assumes all risks arising out of, associated with, or related to, participation in the Activities and waives all claims that the Participant may have now or in the future against the DSU.

The Participant accepts and fully assumes all such risks and possibility of personal injury, death, property damage, expense, and related loss, including loss of income, resulting from participation in the Activities.

The Participant forever indemnifies and releases the DSU from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which the Participant has or may have in the future, that might arise out of, result from, or relate to, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the DSU's negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the DSU.

This Agreement and the rights and the obligations of the parties shall be construed in accordance with and governed by the laws of the Province of Nova Scotia and any applicable federal laws. The Participant agrees to file any lawsuit against the DSU in the Province of Nova Scotia.

**PARTICIPANT ACKNOWLEDGMENT**

The Participant acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

**They further acknowledge that by signing this Agreement they have waived their right to maintain a lawsuit.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Parent/Guardian (if the Participant is younger than 18 years old))

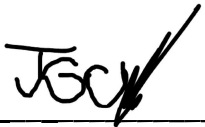
**NOTE: This agreement is only valid from the date signed until the next May 01<sup>st</sup> of every academic year at Dalhousie University. To renew your contract, you will have to sign a new waiver.**

----- (FOR OFFICE USE ONLY) -----


**DALHOUSIE STUDENT UNION SIGNING AUTHORITIES ACKNOWLEDGEMENT**

The DSU and all associate organization representatives as well as any sub-organizations of the DSU (including the DOS) acknowledge that they have read and understand the contents of this Agreement. Additionally, this specific Agreement is only encompassing for all ACTIVITES listed above. For any other risk-heavy ACTIVITES organized by DOS, additional revised waivers will be requested by DOS and provided to all Participants prior to engaging with said ACTIVITY.

**They further acknowledge that by signing this Agreement, any events hosted by the Dalhousie Outdoors Society will be following the standard protocol and guidelines of Primary Event Organizer (PEO) Training.**

Signature:  Date: January 24, 2023

(To be signed by a current either Dalhousie Student Union Representative OR a Full-Time Staff)

Signature:  Date: January 24 2023

(To be signed by a current executive team member of the Dalhousie Outdoors Society)