



**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!**

Initials:

Queen's Outdoor Field Experience Initiative (QOFEI) Program

NAME (Please Print): _____ STUDENT NUMBER: _____

ADDRESS (Street Name & #): _____ CITY: _____ PROV: _____

TELEPHONE NUMBER(S): _____ NETID: _____

EMERGENCY CONTACT NAME: _____

RELATIONSHIP: _____ TELEPHONE NO. _____

ITEM(S) BORROWED: _____

TIME PERIOD(S): _____ TO _____

PURPOSE AND LOCATION TO BE USED: _____

DISCLAIMER

I acknowledge and accept that Queen's University at Kingston, its officers, directors, agents, contractors, employees, volunteers, members and representatives of QOFEI (all hereunder collectively referred to as "the Released Parties") are not responsible for any injury, death, loss or damage of any kind sustained by any person as the result of, or in any way related to, the item(s) borrowed from the QOFEI Program ("the Program") as provided through the Released Parties, including injury, loss or damage which might be caused by the Negligence of the Released Parties. I am aware that borrowing items from or otherwise participating in the Program has some inherent risks.

ASSUMPTION OF RISK

Certain **HAZARDS, DANGERS, and RISK of INJURY** are inherent while utilizing the Program, which may be beyond the control of the Released Parties and may include injuries resulting from: failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment; being struck by other participants, spectators, equipment or vehicles; malfunctioning structures and equipment; vigorous physical exertion and strenuous cardiovascular activities; failure to follow directions regarding proper equipment use; exposure to the elements; falls; injury or disease as the result of contact with wildlife including plants, animals, insects, or infections; and, loss of personal property (e.g. bags, other valuables). The **HAZARDS, DANGERS, and RISK of INJURY** of the Program can include, but are not limited to those items set out in **APPENDIX A** to this Form.

I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage, expense and other loss delay or inconvenience resulting there from or from acts or omissions, including negligence of the Releasees.

Initials: _____

I acknowledge the items borrowed have been received in good condition and will be returned in the same condition. I will not loan or sublet the items listed above in the waiver.

Initials: _____

There are no warranties of merchantability or fitness either express or implied regarding the borrowed items.

Initials: _____

I understand that I am solely responsible for my own health, medical, dental, and property insurance.

Initials: _____

NOTE: This agreement must be completed in full, signed, dated, witnessed, and must be initialed where indicated before the participant may participate in the Event.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **the Released Parties** allowing me to voluntarily participate in the Program, I hereby agree as follows:

1. RELEASE AND WAIVE as against **the Released Parties** any and all losses, liabilities, damages, injuries including death, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, howsoever arising out of or in connection with my participation in the Program.

_____ (initial here that you have read paragraph)

2. I shall indemnify and hold harmless the Released Parties from any and all losses, liabilities, damages, injuries, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the **Occupiers Liability Act, RSO 1990 c.o.2.**, as amended, on the part of the released parties, howsoever arising out of or in connection with my voluntary participation in the Program.

3. This Agreement is governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. This Agreement survives termination of my participation in the Program. This Agreement cannot be modified or interpreted except in writing by Queen's University and no oral modification or interpretation is valid.

4. This Agreement ensures to the benefit of and is binding upon me, my heirs, next of kin, executors, administrators, representatives, successors and assigns.

ACKNOWLEDGEMENT

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

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY VOLUNTARILY 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 NAME OF PARTICIPANT

PRINT NAME OF WITNESS

Privacy: Personal information in connection with this form is collected under the authority of *The Queen's Royal Charter of 1841, as amended* and will be used for the purpose of administering your participation in the Event/event and related purposes. If you have any **questions about the collection, use and disclosure** of your personal information by Queen's University, please contact: **Queen's University, Records Management and Privacy Office, Suite F300 Mackintosh-Corry Hall, 68 University Avenue, Kingston, Ontario, K7L 3N6, 613-533-6095**

NOTE: This agreement must be completed in full, signed, dated, witnessed, and must be initialed where indicated before the participant may participate in the Event.

APPENDIX A
HAZARDS, DANGERS, and RISK of INJURY inherent in the QOFEI Program

Hazard	Risk
Improper Use or Failure of Borrowed Equipment	<ul style="list-style-type: none"> I am aware that use of borrowed equipment involves risks, dangers and hazards and that injuries can result from improper use or failure of such equipment, or improper campsite selection.
Extreme heat	<ul style="list-style-type: none"> In the summer months, risks can include heat stroke, exhaustion, headaches, sunburns; episodes of light headedness, fainting, chest discomfort, leg cramps, nausea and fatigue. Signs of excessive heat must be reported and never ignored. Every participant should bring sun protection such as sunscreen, a hat, etc.
Dehydration	<ul style="list-style-type: none"> Participant may be outside and active much of the day. There is a risk of dehydration, resulting in headaches, episodes of light headedness, fainting, chest discomfort, leg cramps, nausea and fatigue if inadequate amounts of water are consumed. Every participant should bring adequate water.
Hypothermia	<ul style="list-style-type: none"> Participants may experience cool, wet days Without proper clothing, there is a risk of hypothermia A boat could be capsized and participants could spend some time in the water, resulting in cold wet clothes. Every participant should have a supply of dry changes of clothes.
Extreme cold	<ul style="list-style-type: none"> In the winter months, risks can include frostnip, frostbite, and if symptoms are ignored, excessive loss of body heat can lead to hypothermia. Every participant should wear proper winter clothing.
Rough & slippery terrain	<ul style="list-style-type: none"> Rural terrain can be rugged, often with loose debris or exposed wet rock. The terrain can be steep, uneven or slippery, with branches, rocks, or other obstacles present risks of slipping and falling that may result in bone and muscular skeletal injury, such as breaks, sprains and strains, or broken limbs, concussion or spinal cord injuries This risk is increased in the winter months with the addition of snow and ice.
Insect bites & stings	<ul style="list-style-type: none"> Participants are at risk of being stung/bit by insects, including bees, mosquitoes, flies, and ticks. While this is primarily just an inconvenience it could pose a serious problem for people with allergies, if the tick is infected with Lyme disease, or if the mosquito is a West Nile Virus carrier. Every participant must advise organizers of any allergies to insect bites and stings and carry, or provide staff with, their EpiPen The threat of ticks can exist throughout the year in any season, not just summer.
Lightning and wind storms	<ul style="list-style-type: none"> There is a risk of storms, including lightning and high winds. There is a risk of being struck by lightning or being hit by falling tree branches or other debris.
Swimming accident	<ul style="list-style-type: none"> There is a possibility that a participant could be injured while swimming (e.g., cramps, cuts, drowning, etc.)
Watercraft accident	<ul style="list-style-type: none"> There is a possibility of capsizing in canoes, kayaks, and row boats.
Wildlife	<ul style="list-style-type: none"> Participants may encounter wildlife, including raccoons, porcupines, squirrels, skunks, deer, bears, etc. Under most circumstances, wildlife will stay away from visitors and won't present a risk However, wildlife can be unpredictable and may respond aggressively to visitors (biting, charging, spraying). Participants are prohibited from attempting to engage or interact with any wildlife
Getting lost	<ul style="list-style-type: none"> Participants could explore areas (trails, wetlands, lakeshore) that are not accurately mapped and are outside the range of mobile communication devices. There is the possibility of becoming lost or disoriented.

I have read and understand the **HAZARDS, DANGERS, and RISK of INJURY** inherent in the QOFEI Program.

Initials:

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