

**The Governors of Algoma University Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement**

**Warning: by signing this document you will waive certain legal rights, including the right to sue**

**PLEASE READ CAREFULLY**

To: The Governors of Algoma University

Name of Participant: \_\_\_\_\_

Address of Participant: \_\_\_\_\_

\_\_\_\_\_

**Assumption of Risk**

I am aware that participating in **Fresher 3.0** activities on **May 10, 2019** has many inherent risks including but not limited to bodily harm, bone breaks, cuts, bruises, risks due weather conditions and faulty equipment etc.

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

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

**Release of Liability, Waiver and Claims and Indemnity Agreement**

In consideration of the Algoma University Board of Governors allowing my participation in the activities of the **Fresher 3.0**, I agree to the following:

1. **To waive any and all claims** that I have or may have in the future against the Algoma University Board of Governors, 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 participation in the activity of **Fresher 3.0** 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 Ontario Occupiers Liability Act;**  
Initial here that you have read paragraph 2: \_\_\_\_\_
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 activities of the **Fresher 3.0** and;

4. **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.

I am entering into this agreement, I am not relying upon any oral or written representation or 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 KINS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_

Participant: I agree to the terms and conditions outlined above

Name of Witness (Please Print): \_\_\_\_\_

Witness: I agree to the terms and conditions outlined above

**If Participant is under 18 years of age**

Name of Parent or Guardian (Please Print): \_\_\_\_\_

I agree to the terms and conditions outlined above

**This agreement must be completed in full, signed, dated, witnessed and paragraph 2 initialed before the Participant may participate in any and all activities.**



**Student Off-Campus Event Emergency and Medical Information and Consent Form**

**Student Information**

Student Name: \_\_\_\_\_ Student Number: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**Emergency Contact Information**

**Contact #1**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**Contact #2**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**Emergency Medical Consent**

**I hereby authorize emergency medical or surgical treatment for myself or my son/daughter/ward if such treatment is required and the assigned emergency contact cannot be reached for authorization.**

**If the student is under 18, a parent or guardian must sign on their behalf.**

I agree to the terms and conditions outlined above      Date: \_\_\_\_\_

If applicable, please PRINT Name and Relationship to student (Self, Parent, Guardian)

\_\_\_\_\_

**CONSENT TO PUBLISH PICTURES/TESTIMONIALS/RECORDINGS/VIDEO  
Between ALGOMA UNIVERSITY**

\_\_\_\_\_  
Print name of participant

As a controller of personal data, **ALGOMA UNIVERSITY** needs written consent in order to be able to publish pictures/testimonials/recordings/video of you. These pictures/testimonials/ recordings/video will only be used for advertising and information materials produced by or with the authorization of **ALGOMA UNIVERSITY**. The term "advertising and information materials" includes catalogues, brochures, magazines, posters, overhead pictures, multi slide presentations, banners, films, advertisements in print, radio, television, online or any other media.

You have the right to change your mind at any time and withdraw consent previously given. No remuneration is paid for the use of pictures/testimonials/recordings/video of you.

- 1) I understand and agree that **ALGOMA UNIVERSITY** shall be the sole and exclusive owner of all rights in and to the pictures/testimonials/recordings/video of me including, without limitation, the copyright therein in any and all media and all languages.
- 2) I understand and agree that **ALGOMA UNIVERSITY** may include all or part of the pictures/testimonials/ recordings/video, or may refrain from doing so, or may cut, edit, modify, add to, delete from and otherwise revise the pictures/testimonials/recordings/video at its sole discretion.
- 3) I hereby release and forever discharge and agree to indemnify **ALGOMA UNIVERSITY**, and their respective directors, officers, employees, agents, partners, representatives, advertisers, promotional agencies, independent contractors, licensees, successors and assigns (collectively, the Releasees) of and from any and all manner of action, cause of action, suits, covenants, proceedings, liability, debts, judgements, claims and demands whatsoever in law or equity against the Releasees which I, or my heirs, executors, administrators or assigns, might now or may in the future have reason on or arising directly or indirectly out of the pictures/testimonials/recordings/video or any breach of any representation or warranty therein.
- 4) I am not a member of any performers union or guild and I am of the age of majority in the province in which I reside or I have permission from my parent or guardian as noted below.
- 5) The provisions of this Release and Indemnity shall ensure to the benefit of the successors and assigns of Algoma University and shall be binding upon my heirs, executors, administrators and representatives.
- 6) This agreement will be governed by the laws of the province of Ontario and the federal laws of Canada.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Name of participant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
City

\_\_\_\_\_  
Email

\_\_\_\_\_  
Province/Postal Code

\_\_\_\_\_  
Program (Students Only)

I agree to the terms and conditions outlined above

If the student is under 18, a parent or guardian must sign on their behalf.

I agree to the terms and conditions outlined above      Date: \_\_\_\_\_

If applicable, please PRINT Name and Relationship to student (Self, Parent, Guardian