

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY

INITIAL: \_\_\_\_\_

Name: \_\_\_\_\_

ACTIVITIES COVERED BY THIS RELEASE AGREEMENT

This Release Agreement applies to the following activities, programs, classes, intramural programs, clubs, teams, or events facilitated by Thompson Rivers University ("TRU"):

Table with 3 empty rows for listing activities.

(all of which are collectively referred to as the "Activity")

To: TRU, its Board of Governors, and any of TRU's officers, employees, servants, agents, contractors, subcontractors, representatives, successors, other guests and all other participants (all of whom are collectively referred to as the "Releasees").

ASSUMPTION OF RISKS

I am aware that participation in the Activity involves various risks, dangers and hazards including but not limited to the risk of serious personal injury or death, which includes failure by the Releasees to take reasonable steps to safeguard or protect me from injury or from the risks, dangers and hazards of participation in the Activity which may include but are not limited to the following:

Table with 3 empty rows for listing risks.

I understand that it is my responsibility to learn about and understand the risks, dangers and hazards of participating in TRU activities and that I may contact the TRU activity organizer if I require more information about this.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY

In consideration of the Releasees allowing me to participate in the Activity, I agree as follows:

- 1. To waive any and all claims that I have or may have in the future against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in the Activity. 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 OCCUPIERS LIABILITY ACT. R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activity;
3. This Release 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;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activity, other than what is set out in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNATURE OF PARTICIPANT

WITNESS SIGNATURE (Non-Family Member)