

**ORS/HOUSING GENERAL SOCIAL ACTIVITY WAIVER
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT**

**By agreeing to this document you are waiving certain legal rights, including the right to sue.
PLEASE READ CAREFULLY!**

**TO: THE ORGANIZATION OF RESIDENT STUDENTS (ORS), UNIVERSITY OF LETHBRIDGE STUDENTS' UNION (ULSU) AND
THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE (UNIVERSITY),**

THE ACTIVITIES: The ORS together with the Residence Assistants of the department of Housing Services organize and host activities for resident students throughout the course of the academic and housing term. These activities aim to enhance the residence community and provide socialization opportunities for its residents. The activities may include, but are not limited to attending and participating in activities like: Corn Mazes, movies, swimming, skating, bowling, scavenger hunts, playing capture the flag and may also include potlucks, picnics and other social activities from a minor to moderate risk factor which occur on or off the University's campus. Participation in any and all of the activities is always voluntary and consent may be withdrawn at any time: Transportation to attend any activity or event is also arranged by each participant (all hereinafter collectively referred to as "the Activities").

ASSUMPTION OF RISKS: I understand and agree that there are hazards and risks inherent with my participation in any and all of the Activities which may occur anytime between September 1, 2019 and April 20, 2020. I understand not all may be known, but appreciate any of which could cause me bodily injury or permanent disability or loss of life and/or loss or damage to my property. I also know it is my responsibility to ensure that I have the ability and health to participate in any of the Activities and that I will review and assess the suitability of my participation prior to engagement in such. I further acknowledge and hereby accept any and all risks and hazards associated with my participation in any and all of the Activities, inclusive of those due to **NEGLIGENT ACTS OR OMISSIONS OF THE ORS, THE ULSU, THE UNIVERSITY AND THEIR OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES (hereinafter collectively referred to as the "RELEASEES"), INCLUDING ANY FAILURE TO SAFEGUARD OR PROTECT ME FROM THE POSSIBILITY OF BODILY INJURY, DISABILITY, DEATH, DAMAGE TO PROPERTY OR LOSSES RESULTING THEREFROM.**

ACTS OR OMISSIONS OF OTHERS: I understand and agree that the RELEASEES do not represent or act as agent for other organizations or venues including providers of food and beverage and cannot accept responsibility for those operations, nor for the acts or omissions of suppliers of goods and/or services. I hereby agree and accept the RELEASEES are not responsible for any bodily injury or permanent disability or loss of life to me or loss or damage to my property that is caused or contributed to by the operations of other organizations or venues or by the acts or omissions of such suppliers of goods/services.

INSURANCE: I acknowledge and accept that I am responsible for my own health and dental insurance, personal property, liability and automobile insurance for any injury, loss or damage that I may sustain or cause to others in the course of my participation in any of the Activities. I understand that the Releasees are not responsible for any loss, damage or expense that I may incur as a result of participating in any and all of the Activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the ORS, the ULSU and the UNIVERSITY accepting my participation in any and all of the Activities, I hereby agree as follows:

1. **WAIVE ANY AND ALL CLAIMS, DEMANDS, SUITS AND ACTIONS** that I or my heirs, successors, executors, administrators, representatives and assigns may have against THE UNIVERSITY and its OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES (the "RELEASEES") for any personal injury, disability, death, property damage or loss arising directly or indirectly from my participation in any and all of the Activities; and
2. **RELEASE THE RELEASEES** from any and all liability for any personal injury, disability, death, property damage or loss I may suffer as a result of my voluntary participation in any and all of the activities, FOR ANY CAUSE WHATSOEVER, including negligence or breach of contract or breach of any legal or statutory duty, on the part of the Releasees, including any failure to take reasonable steps to protect or safeguard me from injury, disability, death or loss; and
3. **HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or losses or injury to any third party resulting from my voluntary participation in any and all of the Activities; and
4. That if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect; and
5. **AGREE** this agreement shall be governed by and interpreted in accordance with the laws in the Province of Alberta; and
6. **AGREE** any litigation involving the parties to this Agreement shall be brought within the Province of Alberta.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO ACCEPTING IT, AND I AGREE TO BE BOUND BY ITS TERMS.