



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(hereinafter referred to as the "Agreement")

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT, and you will ACCEPT LEGAL OBLIGATIONS. PLEASE READ CAREFULLY.

Participant Initials: []

NAME		
COMPLETE ADDRESS Including City and Postal code		
TELEPHONE	HOME	MOBILE
LU ID # (if applicable)		EMAIL

AGREEMENT Including Assumption of Risks, Release of Liability, Waiver of Claims, and Indemnity (hereinafter called the "Agreement") for participation in all sports activities offered or permitted by, or otherwise associated with, Lakehead University (the "University"), including but not limited to activities referred to on the University Website: www.thunderwolves.ca (hereinafter collectively called the "Activities"). Activities include travel by any means of transportation to, at, and from Activities venues.

ASSUMPTION OF RISKS. In consideration for being allowed to participate in University Activities, I, the Participant, agree as follows:

- (1) That there are potential risks for injury in training and participating in any Activities, and hazards, including but not limited to:
- (a) All manner of injuries, or even death, resulting from accidents while traveling to, from, and at Activities venues;
 - (b) Damage or vandalism to, or theft or loss of, personal property;
 - (c) Skin abrasions, cuts, bruises, and blisters; bone fractures; muscle, tendon, ligament, and cartilage tears; sprains and strains; toe, ankle, knee, pelvic, finger, wrist, elbow, shoulder, and neck injuries; paralysis caused by injury to the spinal cord or brain; concussions; damage to jaws, teeth, nose, ears, eyes, external and internal organs, or even death, in consequence of, including but not limited to, slips, falls, collisions, blows, stress on the body due to running, jumping, swimming, sudden starting, twisting, or stopping; and failure or misuse of equipment;
 - (d) Sun or heat stroke, or hypothermia or frostbite suffered during external Activities;
 - (e) Drowning or hypothermia in the swimming pool;
 - (f) An increased load on the heart due to any exertion, which may result in dizziness, shortness of breath and/or in extreme circumstances, a heart attack.

COVID-19: I also understand and agree that the University has put in place measures to reduce the spread of COVID-19 but cannot guarantee that when they engage in Activities Participants will not be infected with the disease. Further:

- (g) COVID-19 has been declared a worldwide pandemic by the World Health Organization and is extremely contagious.
- (h) COVID-19 is easily spread by contact with droplets, including in lingering aerosolized form, produced by people who have the virus.
- (i) The risk of spread of the COVID-19 virus may be increased
 - (i) in enclosed spaces with restricted internal air circulation, and
 - (ii) in consequence of intensified physical activity due to exertion of the lungs of individuals infected with COVID-19.
- (j) Asymptomatic spread of COVID-19 is possible.
- (k) I may not only become infected myself but also, once infected, I may unwittingly infect others - including members of my own household(s), who could in turn pass the virus on to others.
- (l) There is a wide range of possible adverse outcomes to my infection with COVID-19, including but not limited to:
 - (i) Extended quarantine/self-isolation,
 - (ii) Additional tests,
 - (iii) Hospitalization that may require medical therapy/intervention,
 - (iv) Intensive care treatment,
 - (v) Possible need for intubation/ventilator support,
 - (vi) Short-term or long-term intubation
 - (vii) Other potential complications (including lung, hear, and other organ complications);
 - (viii) Extensive medical and other expenses;
 - (ix) The risk of death to me and otherws whom I infect; and
 - (x) additional risks, some of which may not be known at this time.

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.

Initial Here that you have read Paragraph (1): []

RELEASE OF LIABILITY AND WAIVER OF CLAIMS. I, the Participant, agrees as follows:

(2) TO RELEASE FROM LIABILITY, and TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against, the University and all associated with it, including without limitation its Governors, employees, students, volunteers, agents, and contractors (collectively the Releasees) for any loss, damage, expense, or injury including death that I may suffer, or that my next of kin may suffer, including in consequence of my infection with COVID-19, as a result of my participation in Activities and due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care.

Initial Here that you have read Paragraph (2): []

INDEMNITY. I, the Participant, agrees as follows:

(3) To hold harmless and indemnify the Releasees from any and all liability for any damage to the property of, for personal injury to, or for my infecting with COVID-19, any third party in consequence of my participation in Activities;

Initial here that you have read Paragraph (3): []

OTHER. I, *the Participant*, agrees as follows:

- (4) That it is my responsibility to ensure that I have adequate medical, personal health, dental, accident, and property insurance coverage for my participation in Activities, including coverage for physiotherapy and durable medical equipment (“DME”) for injuries that I may sustain, or for diseases like COVID-19 that I may contract, while participating in Activities;
- (5) That, for the duration of the pandemic, before engaging in Activities I will monitor the information and do my best to comply with the health and safety standards and protocols and other rules and regulations presented by
 - (a) the Government of Ontario on the website linked to <https://www.ontario.ca/page/covid-19-stop-spread#section-0>, and
 - (b) the University at the COVID-19: Updates, Resources and Information web pages linked to <https://www.lakeheadu.ca/about/coronavirus#updates>;
 - (c) the University’s Department of Athletics in postings on their web pages and in their facilities or as the Department otherwise communicates them to me.
- (6) Without limitation, if at any point prior to my participation in Activities I manifest any symptoms typically associated with COVID-19 infection, or if I come into close contact with anyone else who has any of these symptoms, I will neither enter any University properties nor engage in Activities until I am authorized by University authorities to do so. Further, if I experience any of the said symptoms while I am engaged in Activities I will immediately withdraw from Activities and University properties and, again, neither re-enter University properties nor re-engage in Activities until I am authorized by University authorities to do so. I understand and agree that if I fail to comply with the terms of this section, or with any other instructions given to me by University authorities concerning Activities, the University may, entirely in its own discretion, indefinitely prohibit my participation in Activities without monetary compensation to me.
- (7) **Term:** That this Agreement shall be in effect from July 1, 2020 until June 30, 2021.
- (8) That this Agreement may be completed and signed, and may be copied and preserved by the University, entirely in electronic format. Each electronic copy of the signed Agreement held by the University shall be deemed to be an original.
- (9) That this Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.
- (10) That this Agreement shall be governed by and construed in accordance with the laws in force in the province of Ontario and the federal laws of Canada, as applicable, and that the courts of Ontario shall have exclusive jurisdiction over all claims, disputes and actions arising out of or in any way related to my participation in Activities and/or this Agreement.

Initial here that you have read Paragraphs 4, 5, 6, 7, 8, 9, and 10: []

(11) I, *the Participant*, agrees as follows: That I have read, understood, and have had the opportunity to consult with a lawyer about, this Agreement. I intend to be bound by this Agreement. I am aware that by signing this 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.

Initial here that you have read Paragraph (11): []

X	
Signature of Participant	
Date of Signature:	

X	
Signature of Witness	
Name of Witness (Print)	

Endorsement of Parent/Guardian if Participant is under 18 Years of Age:
As parent/guardian of the Participant, with full legal care, custody, and control of the Participant, I have read and understood, and I approve of and agree to, all aspects of this Agreement initialled and signed by the Participant as though I initialled and signed the Agreement myself, as confirmed by my signature below.
In addition, I agree, without limitation, TO HOLD HARMLESS AND INDEMNIFY the Releasees from any and all liability for any damage to the property of, for personal injury to, or for COVID-19 infection of, the Participant and/or any third party in consequence of the Participant’s engagement in Activities, including where such damage, personal injury, or COVID-19 infection is alleged to have been caused by any act, omission, or negligence of the Releasees.

X		Name of Parent/Guardian (Please Print):	
Signature of Parent/Guardian		Date of Signature:	

This Agreement must be completed in full, initialled where required, signed and dated before the Participant may have any involvement in the Athletic Department’s activities.

Personal information on this form is collected under the authority of sections 3, 12, and 14 of The Lakehead University Act, 1965 and will be used in the administration and operation of Activities and for the defence of the Releasees against any claims or litigation in any way related to Activities. It will be kept otherwise confidential. Any questions on this collection should be directed to: Director, Department of Athletics, Lakehead University, 955 Oliver Rd. Thunder Bay, ON P7B 5E1; telephone: 807.343.8585