



MCMaster UNIVERSITY
"Athletics & Recreation"
(hereinafter referred to as A&R)
WAIVER OF CLAIMS FORM



Release of Liability, Waiver of Claims and Assumption of Risk and Indemnity Agreement
By signing this document you will waive certain legal rights, including the right to sue.

PLEASE READ CAREFULLY!

Initial

TO: McMaster University and its Board of Governors, directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all volunteers, sponsors, officials, and other persons in any way involved or connected with the Event and/or Facilities (all of whom are hereinafter collectively referred to as "the Releasees").

ASSUMPTION OF RISKS

I am aware that participation in A&R Activities, Events, and/or Facilities involves the risk of injury and other dangers and hazards, including but not limited to: Changes, variations or slipperiness of the running surface including holes, depressions, bumps, gravel, and wet conditions; athletic injuries including overexertion, sprains, muscle pulls and tears; **NEGLIGENCE ON THE PART OF OTHER COMPETITORS, OFFICIALS, VOLUNTEERS, ORGANISERS, INSTRUCTORS, AND NEGLIGENCE ON THE PARTS OF RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

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

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of the Releasees permitting my participation in A&R Activities, Events and/or Facilities, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees arising out of any aspect of my participation in A&R Activities Events and/or Facilities and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or my next of kin may suffer during my participation in A&R Activities, Events and or Facilities due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care as well as any duty of care owned under the Occupiers Liability Act, on the part of the releasees, and also including the failure on the part of the releasees to safeguard or protect me from the risks, dangers and hazards of A&R activities, events and/or facilities referred to above.

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in A&R Activities, Events, and/or Facilities;
3. 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;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of A&R Activities, Events, and/or Facilities, other than what is set forth in this Agreement.

I agree to abide by the rules as set forth by the Department of Athletics and Recreation contained in the Department of Athletics and Recreation Guidebook and posted throughout the facility. Failure to comply with the rules as set forth will be directed to the STUDENT CODE OF CONDUCT and may result in loss of privileges for all Athletics and Recreation facilities, programmes and services. If at any time emergency medical treatment is necessary, I give my consent for treatment to be given. I authorize McMaster University to take my photograph to display and otherwise use these photographs without charge solely for the purpose of promotional material in connection with McMaster University.

CONTINUED ON REVERSE PAGE

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND 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.

Signed this _____ day of _____, 20 _____.

Signature:	Name (Please print clearly first and last name):
Witness Signature:	Witness Name (Please print clearly first and last name):

THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED AND WITNESSED BEFORE PARTICIPATING IN ANY A&R ACTIVITY OR FACILITY.

REVISED PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (rPAR-Q)

Par-Q is designed to help you help yourself. For most people, physical activity should not pose any problem or hazard. PAR-Q has been designed to identify the small number of adults for whom physical activity might be inappropriate or those who should have medical advice concerning the type of activity most suitable for them. Common sense is your best guide in answering these few questions. Please read them carefully and check the box that is appropriate for you.

Yes No

- Has your doctor ever said you have a heart condition and recommended only medically approved physical activity?
- Do you have chest pain brought on by physical activity?
- Have you developed chest pain in the past month?
- Do you lose consciousness or lose your balance as a result of dizziness?
- Do you have a bone or joint problem that could be aggravated by the proposed physical activity?
- Is your doctor currently prescribing medication for your blood pressure or heart condition?
- Are you aware, through your own experience or a doctor's advice, of any other reason why you should not exercise without medical approval?

NOTE: If you 1) answer YES to any question, or 2) are pregnant, or 3) are 70 years of age or older, consult your doctor before increasing your physical activity level. Failure to do so may increase your injury/health risk. If you have a temporary illness, postpone physical activity level. Failure to do so may increase your injury/health risk. If you have a temporary illness, postpone physical activity.

Notice of Collection of Personal Information:

The information gathered on this form is collected under the authority of The McMaster University Act, 1976. Personal information is gathered, used and disclosed in accordance with the McMaster privacy policy and applicable legislation, including the Freedom of Information and Protection for Privacy Act (Ontario) ("FIPPA"). The information gathered will be used for the purposes of administering the Department of Athletics and Recreation Strength and Conditioning Programs, for statistical purposes and for other related purposes. Personal information provided on this form will not be used for any unrelated purpose without prior consent. This information is protected and is being collected pursuant to section 39(2) and section 42 of FIPPA.

Questions regarding the collection or use of this personal information should be directed to the Manager of Recreation Services in the Department of Athletics and Recreation, David Braley Athletic Centre, Room W124. For complete details of the McMaster University Policy on the Collection of Personal Information please visit: <http://www.mcmaster.ca/univsec/fippa/fippa.cfm>

Also incorporated into this Privacy Policy is McMaster University's statement on Collection of Personal Information and Protection of Privacy available at: http://www.mcmaster.ca/univsec/fippa/FIPPA_Statement.pdf