

McMASTER UNIVERSITY

INDIVIDUAL PARTICIPANT RISK

ACKNOWLEDGEMENT & WAIVER

Name of Participant:.....

McMaster University advises that participation in the event contemplated contains elements of risk, both obvious and inherent. Such risk may be associated with processes, equipment, hazardous goods or substances, allergic reactions or weather on the day of the event. Participation in physically strenuous activities requires exertion that may cause hyperventilation, heart attack or other ailments or injuries. In particular, participation in a

_____ may result in
Type of Event

_____ *Type of Injury.*

1. By signing this waiver I acknowledge that:

- 1.1 Participation in the event is a hazardous activity and may result in injury, loss, damage or death to me;
- 1.2 Participation in the event is NOT MANDATORY;
- 1.3 Participation in the event requires certain skills and I declare that I have sufficient skills to be able to safely and properly participate in the event;
- 1.4 If the event is held outdoors, there are risks to me as a result of weather conditions, including extreme hot weather, cold weather, rain, wind, lightning or sudden weather event;
- 1.5 I am responsible for ensuring that I have and will wear equipment suitable for safety and properly participating in the event;
- 1.6 I am responsible for the condition of any tools or equipment appropriate or needed to participate in the event;
- 1.7 I use the facilities staging the event at my own risk, as I find them and with the prior acceptance of the risk of possible danger or harm to me;
- 1.8 The event is not within the course of my employment for the purposes of WSIB insurance.

2. I release McMaster University, its directors, officers, employees, agents and contractors (the "Released Parties") from all claims, costs, damages, liability or responsibility whatsoever for personal injury, property

damage or wrongful death howsoever caused, including, but not limited to, the negligence of the Released Parties, whether passive or active, which arise from my participation in the event and related activities.

3. I acknowledge and agree that my participation in the event and associated activities is a danger and may have inherent risks as a result of which personal injury, including death, or property damage may occur and I accept and assume all such risks arising from the event and related activities and hereby waive my individual right to commence legal action against the Released Parties for all claims I, or my representatives, may have for such personal injury, death or property damage.

4. I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns or beneficiaries may have to sue the Released Parties resulting from my death.

5. I will not consume alcohol or illicit drugs while participating in the event and agree that such use may result in my exclusion from the event with no entitlement to any refund of entry fees.

Where participant is over 18 years of age:

I have read and understood this waiver prior to signing it and agree that this waiver will be binding on me, my heirs, next of kin, executors and administrators.

I agree that this waiver is governed in all respects by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Signature:.....

Dated:.....

Where participant is under 18 years of age (to be completed by a parent or guardian):

I confirm that I have read and understood and explained to the participant this waiver prior to signing it and agree that this agreement will be binding on me, the participant minor and on my, and their, heirs, next of kin, executors and administrators.

I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Signature:.....

Dated:.....