

**ASSUMPTION OF RESPONSIBILITY, RISKS AND
LIABILITY WAIVER**
PARTICIPATORY SPORTING EVENT/HIKING TRIPS
**BY SIGNING THIS LEGAL DOCUMENT, YOU WILL BE GIVING UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE – PLEASE READ
CAREFULLY.**

Trip/Event/Location _____
_____ Date
_____ Organization_

ASSUMPTION OF RISKS and ASSUMPTION OF RESPONSIBILITY

I REALIZE THAT PARTICIPATION IN ATHLETIC ENDEAVOURS ENTAILS THE RISK OF INJURY TO ME. SUCH RISKS MAY INCLUDE, BUT ARE NOT RESTRICTED TO SLIPS, FALLS, PHYSICAL CONTACT WITH OTHER PEOPLE, EQUIPMENT OR FACILITIES, SEVERE OR FATAL INJURY TO MYSELF OR OTHERS, ABNORMAL CLIMATIC CONDITIONS OR ENDEAVOURS AT HIGH SPEED.

These risks may include the following:

- a) All manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scrapes, cuts, and any and all injuries from minor to serious severity from executing strenuous and demanding physical techniques, collisions with the walls, floor, ceilings and contact with other participants and failure in proper execution of techniques either by myself or other participants;
- b) all manner of injuries resulting in sprains, dislocations, concussion, broken bones, haematomas, whiplash, contusions, pulled or strained muscles, torn ligaments, muscles and tendons, joint strain and sprain, and bruising to the tailbone, wrists, legs, arms, back, neck, and injuries to the gluteus maximus, pulled groin muscle and heart attack/stroke;
- c) all manner and severity of head, facial, eye and/or dental injuries;
- d) all manner of spine or spinal cord injuries from minor to serious severity, including but not limited to paralysis;
- e) all manner and severity of injuries, from minor to severe including fatality, arising from cuts, tears, bruises or punctures caused by shoes, fingernails, jewellery, hair accessories or props either from myself or another participants;
- f) transmission of diseases or skin diseases in various ways and types from contact with other participants resulting in death, disease or other illnesses;
- g) all manner and severity of medical problems resulting from heat exhaustion, asthma, communicable diseases, skin rashes and cramps;

h) all manner and severity of internal injuries of body parts and organs, and trauma to larynx or pharynx;

i) that my risk of injury increases as I become fatigued, experience pain or frustration, humiliation, and/or performance anxiety;

j) all manner and severity of injuries and/or death that could result from a physical confrontation whether caused by myself or someone else; and

k) the risks associated with travel to and from location(s) to be visited during the activity, including transportation provided by commercial, private and/or public motor vehicles.

I freely and voluntarily accept and assume all such risks, dangers and hazards and the possibility of personal injury, death, violence, property damage or loss, during all the time of this trip/event, resulting from the travel arrangements, attendance at this trip/event and any other related activities during this trip/event.

I accept my responsibility to abide by the laws of the country, to ensure that I have adequate medical coverage, protect personal possessions, and obey all the rules set out for this trip/event.

LIABILITY WAIVER and INDEMNIFICATION

In consideration of approval to participate in this trip/event, I and any personal representative, hold harmless, release and forever discharge McMaster University, MSU, GSA, its directors, officers, faculty, staff, students, volunteers, agents, trainees, or employees from any and all actions, causes of actions, including negligence, claims and demands for damages, loss or injury, resulting from or arising out of my participation in this trip/event.

I also indemnify and save harmless McMaster University, MSU, GSA from any and all actions, causes of actions, demands, expenses or losses whatsoever which they may bear as a result of my participation in this event, by reason of damage to any and all property and any and all personal injuries, including death of others or myself.

Participant (Print name): _____ Student/Employee number _____

Address: _____ Telephone : _____

Signature of Participant

Witness

Date: _____

Please check the appropriate boxes and initial that you have read the following questions:

YES

NO

Initials

1. Do you read and understand English?
2. Do you understand the purpose of this waiver?
3. This event has inherent risks. Do you understand these risks?
4. Are you willing to assume these risks?

IF YOU HAVE CHECKED “NO” TO ANY OF THE ABOVE, PLEASE DISCUSS THIS WAIVER WITH THE PRIMARY EVENT ORGANIZER ADMINISTERING THE WAIVER.