

**McMASTER UNIVERSITY, McMaster Student Union (MSU), Graduate Student Association (GSA)**

**ASSUMPTION OF RESPONSIBILITY, RISKS AND LIABILITY WAIVER  
SPECTATOR/CULTURAL/SOCIAL ACTIVITIES  
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 THERE ARE POTENTIAL RISKS INHERENT IN MY PARTICIPATION IN THIS ACTIVITY.

These risks include, but are not limited to, risks and dangers arising from:

1. TERRAIN & PHYSICAL ENVIRONMENT whether visible or not, and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, injury or loss arising from falls on steep, slippery or uneven terrain, from falling trees or other objects, from obstructions and from other participants in the activities.
2. EQUIPMENT, MACHINERY OR OTHER DEVICES including, without limitation, any equipment deployed in respect of my activities or by others, and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, loss or injury arising from the use, misuse, malfunction or breakdown of any equipment, machinery or similar device that may be deployed or used.
3. TRAVEL including, without limitation, violence and crime, civil unrest, homesickness, loneliness and travel to and from any locales scheduled to be visited or not by any means whatsoever including without limitation public or private bus, motor vehicle, boat, aircraft, helicopter or similar craft and injury or accident from being the operator of a vehicle and loading/unloading equipment or supplies from vehicles and any manner of injury or loss of any nature whatsoever arising therefrom.
4. WEATHER and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, loss or injury resulting from exposure to weather conditions, including but not limited to cold, heat, sunlight, snow, ice, wind, hail, rain, sleet, fog, mist or similar condition.
5. NON-HUMAN LIFE of any nature whatsoever, including without limitation, any animal, insect, fish, bird, fungus, vegetation, bacteria or virus and any injury or loss of any nature whatsoever occurring therefrom.
6. PSYCHOLOGICAL DISTRESS arising from changes in diet, activities, exercise, sleep, relationships, language and/or culture. Travelers who are dealing with psychiatric issues before participating in the activity may be more prone to stress and shock.
7. FINANCIAL LOSS including but not limited to revoked travel privileges, early departure, changes to travel advisories, mandatory relocation, visa delays, inadequate health coverage, failed courses and/or disrupted study for whatever reason.
8. OTHER HAZARDS including without limitation hypothermia, allergens, noxious gases, electrocution, shock, drowning, chemicals (including, without limitation, herbicides, pesticides, acid and caustic bases), radioactive materials, radiation, x-rays or theft of property and any manner of injury whatsoever arising therefrom.

I freely and voluntarily accept and assume all such risks, dangers and hazards and the possibility of mild or severe illness, physical injury, partial or total disability, violence, death and/or property loss or damage, during the time of this activity and resulting from participating in this activity.

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 activity.

**LIABILITY WAIVER and INDEMNIFICATION**

In consideration of approval to participate in this activity, I and any personal representative, hold harmless, release and forever discharge McMaster University, MSU, GSA, their 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 activity.

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 activity, by reason of damage to any and all property and any and all personal injuries, including death of others or myself.

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

	YES	NO	Initials
1. Do you understand the purpose of this waiver?	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. This event has inherent risks. Do you understand these risks?	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Are you willing to assume these risks?	<input type="checkbox"/>	<input type="checkbox"/>	_____

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

Participant (Print name): \_\_\_\_\_ Student/Employee number: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Witness as to Signature of Participant

Date: \_\_\_\_\_