

McMaster University Academic Societies,  
McMaster Student Union (MSU) and Graduate  
Student Association (GSA)  
**INDIVIDUAL PARTICIPANT RISK,  
ACKNOWLEDGEMENT AND WAIVER**

**PLEASE READ THE FOLLOWING CAREFULLY! BY SIGNING BELOW,  
YOU GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO  
SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

Online Activity: \_\_\_\_\_  
(the "Activity")  
Date: \_\_\_\_\_

McMaster University advises that participation in the Activity contemplated contains elements of risk, both obvious and inherent. Such risk may be associated with physical exertion that may be strenuous at times and may cause physical injury, damage, or death.

Please make sure you have adequate space around you to perform the Activity safely. Be aware of your surroundings, possible hazards, including but not limited to, lights, tables, sharp corners, and other people or pets who may be in your space as you participate in the Activity.

If you experience faintness, dizziness, pain, or shortness of breath at any time while participating in the Activity you should stop participating in the Activity immediately.

1. By signing below you agree and acknowledge that:
  - 1.1 participation in the Activity is **voluntary** and is at my own risk and such risk may be associated with physical exertion that may be strenuous at times and may cause physical injury, damage to myself or property, or death;
  - 1.2 the Activity will be conducted in an online/virtual environment, such as but not limited to Zoom, and any documents uploaded/online activities participated in this online/virtual environment may be recorded, disclosed and stored in servers located outside Canada, which may be subjected to the laws of foreign jurisdictions;
  - 1.3 I am responsible for any technical issues that may occur during the Activity, including but not limited to, accessing the Activity;
  - 1.4 I am are responsible for ensuring that I have and will wear equipment suitable for safely and properly participating in the Activity;

- 1.5 I am responsible for the condition of any equipment appropriate or needed to participate in the Activity; and
- 1.6 I am responsible for my surroundings and ensuring that I am participating in the Activity without the possibility of coming into contact with any possible hazards, such as but not limited to, tables, lights, sharp corner, and other people.

2. I release McMaster University, MSU, GSA its directors, officers, employees, agents, independent contractors, and volunteers (the "Released Parties") from all claims, costs, damages, liability or responsibility whatsoever for personal injury, property damage, wrongful death or any breach or release of personal information, howsoever caused, including, but not limited to, the negligence of the Released Parties, whether passive or active, which arise from my participation in the Activity.
3. I acknowledge and agree that my participation in the Activity is a danger and may have inherent risks as a result of which personal injury, including death, property damage or breach or release of any personal information, may occur and I accept and assume all such risks arising from the Activity 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, property damage or any breach or release of personal information.
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.

I have read and understood this Risk, Acknowledgement and Waiver prior to signing below and agree that this Risk, Acknowledgement and Waiver will be binding on me, my heirs, next of kin, executors and administrators. I agree that this Risk, Acknowledgment and 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.

Participant Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Employee/Student Number: \_\_\_\_\_