



**ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS,
AND INDEMNITY AGREEMENT**
**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!**

Initials:

EVENT: Creative Movement at AGNES ETHERINGTON ART CENTRE 2022

NAME (Please Print): _____

ADDRESS (Street Name & #): _____ CITY: _____ PROV: _____

TELEPHONE NUMBER(S): _____ EMAIL: _____

DISCLAIMER

I acknowledge and accept that Queen’s University at Kingston, its officers, directors, agents, contractors, employees, volunteers, members and representatives of the Event (all hereunder collectively referred to as “the Released Parties”) are not responsible for any injury, death, loss or damage of any kind sustained by any person while participating in the activities/events as stated above (the “Event”) and related activities of the Event provided through the Released Parties, including injury, loss or damage which might be caused by the Negligence of the Released Parties. I am aware that participating in the Event has some inherent risks.

ASSUMPTION OF RISK

Participation in the activity(s) of **Movement Classes**, carries with it certain inherent risks. I am aware that, while participating in the activity(s), I may be exposed to any manner of harm, injury, illness, death or property damage resulting from such risks, including but not limited to the following:

NOTE: Please consult with your physician prior to participating in any physical activity(s) or using any equipment if you have any pre-existing conditions which may be affected by your participation in the activity(s).

- All manner of muscular and skeletal injuries, bruises, scrapes, cuts, strains, sprains, leg cramps, dislocations, or bone injuries;
- Head, facial, dental and neurological injuries such as concussions and traumatic brain injuries (TBI);
- An increased load on the heart that may result in dizziness, shortness of breath, fainting, chest pain or discomfort, nausea, and in extreme circumstances may result in a heart attack;
- Being struck with projectiles;
- Falling against, impacting, entanglement or impairment on apparatus, equipment or other natural or man made obstacles (visible or not visible), or against the ground, floors, walls or other surfaces;
- Contact with participants, officials, spectators, or other people or sustaining injuries arising from their actions;
- The use, misuse, failure or malfunctioning of equipment; and
- Loss due to theft of personal property (e.g. bags, other valuables).

I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage, expense and other loss delay or inconvenience resulting there from or from acts or omissions, including negligence of the Releasees.

Initials:

NOTE: This agreement must be completed in full, signed, dated, witnessed, and must be initialed where indicated before the participant may participate in the Event.

COVID-19

The Released Parties have put in place measures to reduce the spread of COVID-19, however they cannot guarantee that any individual or organization attending University property, using the Facilities or attending a university sanctioned Event will not become infected with COVID-19. Further, attending University property or a university sanctioned Event could increase the risk of contracting COVID-19.

I freely understand accept the risks associated with COVID-19 and declare my actions are in accordance with the university requirements to access campus or university sanctioned events. I declare I am fully vaccinated in accordance with the [University Vaccination Policy](#).

Initials:

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **the Released Parties** allowing me to voluntarily participate in the Event, I hereby agree as follows:

1. **RELEASE AND WAIVE** as against **the Released Parties** any and all losses, liabilities, damages, injuries including death, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, howsoever arising out of or in connection with my participation in the Event.

_____ (initial here that you have read paragraph)

2. I shall indemnify and hold harmless the Released Parties from any and all losses, liabilities, damages, injuries, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the **Occupiers Liability Act, RSO 1990 c.o.2.**, as amended, on the part of the released parties, howsoever arising out of or in connection with my voluntary participation in the Event.

3. This Agreement is governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. This Agreement survives termination of my participation in the Event. This Agreement cannot be modified or interpreted except in writing by Queen's University and no oral modification or interpretation is valid.

4. This Agreement ensures to the benefit of and is binding upon me, my heirs, next of kin, executors, administrators, representatives, successors and assigns.

ACKNOWLEDGEMENT

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Released Parties other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY VOLUNTARILY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20____

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

PRINT NAME OF PARTICIPANT

PRINT NAME OF WITNESS

Privacy: Personal information in connection with this form is collected under the authority of *The Queen's Royal Charter of 1841, as amended* and will be used for the purpose of administering your participation in the Event/event and related purposes. If you have any **questions about the collection, use and disclosure** of your personal information by Queen's University, please contact: Queen's University, Records Management and Privacy Office, Suite F300 Mackintosh-Corry Hall, 68 University Avenue, Kingston, Ontario, K7L 3N6, 613-533-6095

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