

**TO: THE GOVERNORS OF THE UNIVERSITY OF CALGARY**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**PLEASE READ CAREFULLY!**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

YEAR APPLICABLE: \_\_\_\_\_

**DEFINITIONS:**

- (a) "**Lands**" means any of the lands leased by The Governors of the University of Calgary from Her Majesty the Queen in right of the Province of Alberta under a Grazing Lease Agreement.
- (b) "**Risks**" or "**Risk**" means any and all risk of personal injury, illness, death, property damage, consequential loss, including economic loss, medical costs and the physical, legal and financial consequences of the same.

**ASSUMPTION OF RISK**

Accessing the Lands carries with it certain inherent Risks and some of the Risks are foreseeable whereas others are not. I am aware that, while accessing the Lands, I may be exposed to any manner of Risks, including but not limited to the following:

**Access to Lands:**

- **Loss or damage of personal property** by any means including, but not limited to, theft, vandalism, fire, water, wind or animal behaviour;
- **Travel** by motor vehicle or bus or any other means of transportation to or from the Lands;
- **Terrain:** Falls on steep, icy, slippery or uneven terrain or from impact or contact with trees, rocks, or obstructions, visible or non-visible;
- **Animals:** Contact with wild or domestic animals, insects, spiders, birds, reptiles or rodents, including the risk of exposure to viruses, parasites or bacteria they may carry;
- **Weather:** Severe or varied exposures to cold, wet or windy weather, sleet, rain, hail, thunder and lightning, reduced visibility, the effects of strong sunlight, along with weather/extreme conditions that change rapidly without warning and can occur at any time;
- **Other Risks:** Dehydration.
- **Hunting is an inherently dangerous activity** and going onto the Lands exposes the undersigned and others to natural and man-made hazards, including wild animals and gunfire.

**Physical Activities:**

- 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);
- Falling against, impacting, entanglement or impairment on fences, equipment or other natural or man made obstacles (visible or non-visible), or against the ground or other surfaces;
- Contact with other people or injuries arising from their actions;
- My use of equipment beyond my own skills and abilities; and
- The use, misuse, failure or malfunctioning of equipment.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of **The Governors of the University of Calgary** permitting my access to the Lands, I agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against **The Governors of the University of Calgary** and their members, officers, directors, shareholders, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");
  - 2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my and/or my groups access to the Lands due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, RSA 2000 c. 0-4 AS AMENDED ON THE PART OF THE RELEASEES;
- \_\_\_\_\_ (Initial here that you have read paragraph 2.)

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my access to the Lands; and

4. I acknowledge and agree that the RELEASEES assume no liability whatsoever for my health and safety or the health or safety of my group or any other persons accessing the Lands and they have no obligation whatsoever to secure medical or other services for me or others.

\_\_\_\_\_ (Initial here that you have read paragraph 4.)

5. I am aware that other individuals and groups may be accessing the Lands at the same time that I or my group am present and that may also carry with it certain Risks. I acknowledge and agree that the RELEASEES will not be responsible for the actions of any persons, including hunters, accessing the Lands with or without their consent.

\_\_\_\_\_ (Initial here that you have read paragraph 5.)

6. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

7. This Waiver shall be governed by and construed in accordance with the laws in force in the province of Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to this course/activity and this Waiver and the parties hereby attorn to the jurisdiction of Alberta courts.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement and I have been given the opportunity to obtain independent legal advice prior to signing this document.

**I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
WITNESS SIGNATURE (Non Family Member)

\_\_\_\_\_  
WITNESS NAME (please print)

**This Agreement must be completed in full, without alteration, signed, dated and witnessed, and paragraphs 2 and 4 must be initialed before the participant may participate in the activity(s).**