

LIABILITY WAIVER

BY SIGNING THIS DOCUMENT YOU WILL WAIVE

CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY

PLEASE PRINT CLEARLY

Participant's Name: _____

Address: _____

TO: Yukon University (hereinafter referred to as the University)



INITIAL

DEFINITIONS

In this Agreement: The activity shall mean all regularly scheduled curriculum activities as per the program schedule. This may include but is not limited to: science activities, technology activities, trades activities and indoor/outdoor recreation activities. Other activities may include field trips to recreational/cultural/historic sites in the community which may include but are not limited to: swimming, visiting the theatre, museums, gymnastics, gym, outdoor parks, guided walks/hiking.

ASSUMPTION OF RISKS – I am aware that participation in the activity involves risks, dangers and hazards in addition to those normally associated with the activity. I acknowledge and accept that the University may fail to predict any and all dangers associated with the activity. The dangers may also include the negligence of other participants and/or **NEGLIGENCE ON THE PART OF THE UNIVERSITY OR ITS EMPLOYEES, INCLUDING THE FAILURE OF THE UNIVERSITY EMPLOYEES TO SAFEGUARD OR PROTECT MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITY AND 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 UNIVERSITY** allowing my child to participate in the activity and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **THE UNIVERSITY** and its directors, officers, employees, agents, independent contractors, partner organizations, representatives, successors, assigns, and Actua (all of whom are hereinafter collectively referred to as the **RELEASEES**)” and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that my child may suffer or that my next of kin may suffer as a result of my child’s participation in any activity, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME OR MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY REFERRED TO ABOVE;**

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my child’s participation in the activity;

3. That this agreement shall be effective and binding upon my heirs, next of kin, executors administrators, assigns and representatives, in the event of my child’s death or incapacity;

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Yukon and no other jurisdiction; and

5. Any litigation involving the parties to this Agreement shall be brought solely within the Yukon and shall be within the exclusive jurisdiction of the courts of the Yukon

In entering into this Agreement I am not relying on any oral or written representations or statements made by the **RELEASEES** with respect to the safety of any activity, other than which is set forth in this Agreement.

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

Signed the _____ day of, _____ 2021

Participant's Name (please print): _____

Witness _____

I understand the risks involved to the minor named above, under my legal guardianship, and hereby give my informed consent and waive any and all claims:

Signature of Legal Guardian: _____

Relationship to Participant: _____