

University of King's College

Trip Release of Liability

The King's President' skating party will take place on Monday, February 10, 2020 at the Halifax Oval (the "Trip"). A bus will depart campus at 6:30 p.m. to transport people to the Halifax Oval. The bus will depart the Halifax Oval at 8:45 p.m. The University of King's College takes reasonable measures to ensure the safety of all concerned. However, there can be no guarantee against injury, loss of life, or loss or damage of personal belongings.

Participants who choose outdoor recreational activities, such as skating, may be cold and wet for hours at a time and subject to certain inherent risks, including but not limited to physical injury, frostbite, hypothermia, exposure to the elements, cuts, bruises and blisters. Prompt first aid will reduce but not negate these risks.

IN CONSIDERATION of the University of King's College permitting the Student to participate in the Trip, the Student, on behalf of himself or herself and his or her heirs, successors and personal representatives, hereby irrevocably and unconditionally agrees to the following terms.

A) ASSUMPTION OF RISK

Participating in the Trip may involve inherent risks, dangers, and hazards, including but not limited to:

1. bodily injury or death, including but not limited to injury caused: in the course of transportation; by falling, striking, or being struck, by objects; by travel over uneven and slippery terrain; by other persons; while participating in indoor and outdoor activities near bodies of water or wild animals; or by natural hazards such waves, wind, rain, sleet, hail and snow;
2. damaged, lost or stolen property; and
3. the possibility of being left without transportation due to failure to show up at times appointed for departures to and from the Trip.

B) RELEASE

The Student shall waive any and all actions, causes of action, claims or demands that he or she has or may have in future against UNIVERSITY OF KING'S COLLEGE, its directors, officers, employees, agents, representatives, successors and assigns (hereinafter collectively referred to as "**THE RELEASEES**"), and releases the Releasees jointly and severally, of and from any and all liability for any losses, damages, expenses and claims arising out of or in connection with injury (including death) or damage to property that he or she may suffer, or that his or her next of kin may suffer as a result of the Student's participation in the Trip due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.

C) INDEMNITY

The Student shall indemnify and hold harmless the Releasees from any and all liability for any loss, expenses, damages, demands and claims arising out of or in connection with injuries (including death) or damages to any and all persons and to any and all property, in any way sustained or alleged to have been sustained as a result of the Student's participation in the Trip, including the costs of defending any such suits, actions or claims on a substantial indemnity basis.

D) GENERAL

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

This Agreement shall be governed by and interpreted solely in accordance with the law of Nova Scotia.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AM OVER THE LEGAL AGE OF 19 AND 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 REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

SIGNED at _____, in the Province of _____, this ___ day of _____, 2020.

Registrant's Signature (if over 19)
Registrant's Name Please print name clearly

In case of emergency please contact (Third Party) :

They can be reached at:

This Agreement must be completed in full before the Student may begin the Trip.

FOR PARTICIPANTS UNDER 19:

I hereby certify that my child is fully capable of participating in the designated Trip and that my child is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in these activities, except as listed below.

Please list any physical limitation (allergies, hearing, sight, etc.)

In consideration of University of King's College allowing my minor child to participate in the Trip designated above, and other good and valuable consideration, the sufficiency and receipt of which is irrevocably acknowledged, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against University of King's College, its governors, officers, 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 liability for any loss, damage, death, injury or expense that my minor child may suffer, or that my next of kin may suffer, as a result of his/her participation in the Trip designated above, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, . . . INCLUDING FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE.

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, including death, resulting from my participation in the Trip designated above and

4. 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.
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.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND 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 _____, 2020.

_____ NAME OF PARENT OR GUARDIAN

_____ SIGNATURE OF PARENT OR GUARDIAN

This agreement must be completed in full, signed, and dated before the participant may participate in the event designated above.