

**University of King's College**  
**2018 President's Hike Release of Liability**

The King's President's hike will take place on Saturday, November 3, 2018. This hike is located in a wilderness area of Nova Scotia in the fall. 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 may be cold and wet for hours at a time. Walking and hiking are activities that carry inherent risks. These risks include but are not limited to 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 President's Hike, 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 President's Hike 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 trail.

**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 President's hike 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 President's Hike, 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 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 \_\_\_\_\_, 2018.

Signature	Witness
Please print name clearly	Please print name clearly
Signature of Legal Guardian where student is under 19 years	Relation to Minor
Please print name clearly	

In case of emergency please contact:

\_\_\_\_\_

They can be reached at:

\_\_\_\_\_

**This Agreement must be completed in full before the Student may go on the President's Hike.**