

# University of King's College

## 2019 President's Skating Party Release of Liability

The King's President's Skating Party will take place on Sunday, January 27, 2019, at 1:30 p.m. at the Halifax Oval. A bus will depart the campus at 1:15 p.m. to transport people to the Halifax Oval. The bus will depart the Halifax Oval at 3:15 p.m. to return people to the campus. 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.

**IN CONSIDERATION** of the University of King's College permitting the below named to participate in the President's Skating Party, the below named, on behalf of themselves and their heirs, successors and personal representatives, hereby irrevocably and unconditionally agrees to the following terms.

### A) ASSUMPTION OF RISK

Participating in the President's Skating Party 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 traffic or ice; or by natural hazards such as, 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 Emera Oval.

### B) RELEASE

The below named shall waive any and all actions, causes of action, claims or demands that they have or may have in future against the 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 they may suffer, or that their next of kin may suffer as a result of the below named participation in the President's Skating Party due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.

### C) INDEMNITY

The below named 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 participation in the President's Skating Party, 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 below named, their 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 \_\_\_\_\_, 2019.

Signature	Witness
Please print name clearly	Please print name clearly

In case of emergency please contact: \_\_\_\_\_

They can be reached at: \_\_\_\_\_

**This Agreement must be completed in full before the participants may travel on the bus to attend the President's Skating Party.**

**FOR PARTICIPANTS UNDER 19:**

I hereby certify that my child is fully capable of participating in the designated activity 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 activity 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 their participation in the sport 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 activity designated above and

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 \_\_\_\_\_, 2019.

\_\_\_\_\_ NAME OF PARENT OR GUARDIAN

\_\_\_\_\_ SIGNATURE OF PARENT OR GUARDIAN

**This agreement must be completed in full, signed, dated, and witnessed before the participant may participate in the President’s Skating Party.**