

# McMASTER ATHLETICS AND RECREATION PARTICIPATION WAIVER AND RELEASE OF LIABILITY (EXTERNAL)

PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING, YOU GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.

Completed forms must be returned prior to participation in the Activities.

Activities: INSERT RELEVANT INFORMATION (e.g. competition).

## Acknowledgement and Assumption of Risk

I am aware that by participating in the Activities noted above, I will be exposed to many inherent risks, dangers and hazards (“Risks”) which are inherent on participation itself as well as on entering all lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by McMaster University (the “Premises”) that may result in, among other things, mild or severe illness, physical injury, partial or total disability, paralysis, death and/or property loss or damage. I acknowledge and accept the Risks voluntarily and understand that the activity is not mandatory. These Risks include, but are not limited to, risks and dangers arising from:

1. TERRAIN AND PHYSICAL ENVIRONMENT whether visible or not, and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, injury or loss arising from falls on steep, slippery or uneven terrain, imperfect venue or field of play conditions, tripping hazards, collision with natural or manmade objects, from falling trees or other objects, from obstructions and from other participants in the Activities.
2. EQUIPMENT, MACHINERY OR OTHER DEVICES including, without limitation, any equipment deployed in respect of my Activities or by others, and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, loss or injury arising from the use, misuse, malfunction or breakdown of any equipment, machinery or similar device that may be deployed or used.
3. TRAVEL including, without limitation, travel to and from any locales scheduled to be visited or not by any means whatsoever including without limitation public or private bus, motor vehicle, boat, aircraft, helicopter or similar craft and injury or accident from being the operator of a vehicle and loading/unloading equipment or supplies from vehicles and any manner of injury or loss of any nature whatsoever arising therefrom.
4. CORONAVIRUS (COVID-19) and/or a resurgence of the virus leading to COVID-19 or any mutation thereof, which can cause illness, injury and/or death. (a) the potential for bodily injury or illness (including contraction of COVID-19); (b) contact or interaction with others who may have been exposed to COVID-19; (c) close proximity to or contact with surfaces, equipment, fixtures, or other objects that, despite McMaster University’s efforts, may be infected with COVID-19 or other communicable illnesses;
5. WEATHER and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, loss or injury resulting from exposure to weather conditions, including but not limited to cold, heat, sunlight, snow, ice, wind, hail, rain, sleet, fog, mist or similar condition.

6. NON-HUMAN LIFE of any nature whatsoever, including without limitation, any animal, insect, fish, birds, fungus, vegetation, bacteria or virus and any injury or loss of any nature whatsoever occurring therefrom.
7. OTHER HAZARDS including without limitation participants of varying skill levels, the negligent use of the Premises by others; inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the university, negligence or omission of the university, hypothermia, allergens, noxious gases, electrocution, shock, drowning, chemicals (including, without limitation, herbicides, pesticides, acid and caustic bases), radioactive materials, radiation, x-rays or theft of property and any manner of injury whatsoever arising therefrom.

I agree with the foregoing and freely accept and fully assume all Risks and acknowledge the possibility of, and agree to be solely responsible for personal injury, illness, death, disability, property damage or loss resulting from the Risks.

Initial

### Waiver of Liability for All Claims and Release of Liability

I release McMaster University its directors, officers, employees, agents, partners, sponsors, affiliates, therapists, volunteers and contractors (the "Released Parties") from all claims, costs, damages, liability or responsibility whatsoever for personal injury, property damage or wrongful death howsoever caused, including, but not limited to, the negligence of the Released Parties, whether passive or active, which arise from my participation in the event and related activities during my participation in A&R activities, events and/or my use of the University facilities due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care as well as any duty of care owed under the Occupiers Liability Act, on the part of the Released Parties, and also including the failure on the part of the Released Parties to safeguard or protect me from the risks, dangers and hazards of A&R activities, events and/or use of the University facilities.

I acknowledge and agree that my participation in the event and associated activities is a danger and may have inherent risks as a result of which personal injury, including death or property damage may occur and I accept and assume all such risks arising from the event and related activities and hereby waive my individual right to commence legal action against the Released Parties for all claims I, or my representatives, may have for such personal injury, death or property damage.

I agree to indemnify the Released Parties from and against any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any losses, costs, damages and expenses of the University, including costs as between a solicitor and his own client) from any and all liability for any damages to the personal property of, or personal injury to, any third party resulting from my participation in A&R activities, events and/or use of the University facilities and from any and all claims, demands, actions and costs which might arise out of my participation in the A&R activities, events and/or use of the University facilities, even if such claims, demands, actions and costs may have been caused by the negligence of the Released Parties;

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, representatives, or beneficiaries may have to sue the Released Parties resulting from my death or incapacity.

I am aware and understand that I am giving up legal rights to any and all future claims against the Released Parties.

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 Province of Ontario and no other jurisdiction; and any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

I acknowledge and agree with the foregoing and voluntarily accept the foregoing.

Initial

### Medical Liability Waiver

I, accept and assume all risks, dangers, hazards and the possibility of personal injury that may result from my participation in varsity/club athletics at McMaster University.

I hold harmless, release and forever discharge McMaster University and the Department of Athletics and Recreation, their directors, coaches, staff, students and volunteers ("Released Parties") from any and all actions, causes of action, claims, and demands, loss of injury, resulting from or arising out of my participation in any aspect of Varsity/Club activities.

I also indemnify and save harmless McMaster University and the Department of Athletics and Recreation from any and all actions, causes of actions, demands, expenses or losses whatsoever which they may bear as a result of my participation in such activities, by reason of demand to any and all property and any and all personal injuries, including death of others or myself.

I consent to the release of this and other relevant medical information, including any operative and consultation reports, hospital records and treatment logs to the McMaster University Department Athletics and Recreation and the David Braley Sport Medicine and Rehabilitation Centre. I also consent to the sharing of sport-related injury and health information with the McMaster Sport Medicine Team, which includes: Doctors, Athletic Therapists, Physiotherapists, Head Coach, Strength & Conditioning Coach/staff, Student Field Therapists and additional Allied Health Care practitioners.

This consent to release medical information is required by the Personal Health Information Act. A copy of this Act can be provided upon request.

I acknowledge and agree with the foregoing and voluntarily accept the foregoing.

Initial

### COVID-19 Liability Waiver

I understand that the McMaster University Department of Athletics and Recreation, the Ron Joyce and Ivor Wynne Varsity Clinics, the David Braley Sport Medicine and Rehabilitation Centre and my



Printed Name of Witness: \_\_\_\_\_

## REVISED PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (rPAR-Q)

Par-Q is designed to help you help yourself. For most people, physical activity should not pose any problem or hazard. PAR-Q has been designed to identify the small number of adults for whom physical activity might be inappropriate or those who should have medical advice concerning the type of activity most suitable for them. Common sense is your best guide in answering these few questions. Please read them carefully and check the box that is appropriate for you.

Yes No

- Has your doctor ever said you have a heart condition and recommended only medically approved physical activity?
- Do you have chest pain brought on by physical activity?
- Have you developed chest pain in the past month?
- Do you lose consciousness or lose your balance as a result of dizziness?
- Do you have a bone or joint problem that could be aggravated by the proposed physical activity?
- Is your doctor currently prescribing medication for your blood pressure or heart condition?
- Are you aware, through your own experience or a doctor's advice, of any other reason why you should not exercise without medical approval?

**NOTE:** If you 1) answer YES to any question, or 2) are pregnant, or 3) are 70 years of age or older, consult your doctor before increasing your physical activity level. Failure to do so may increase your injury/health risk. If you have a temporary illness, postpone physical activity level. Failure to do so may increase your injury/health risk. If you have a temporary illness, postpone physical activity.

Initial

### Notice of Collection of Personal Information:

The information gathered on this form is collected under the authority of The McMaster University Act, 1976. Personal information is gathered, used and disclosed in accordance with the McMaster privacy policy and applicable legislation, including the Freedom of Information and Protection for Privacy Act (Ontario) ("FIPPA"). The information gathered will be used for the purposes of administering the Department of Athletics and Recreation Strength and Conditioning Programs, for statistical purposes and for other related purposes. Personal information provided on this form will not be used for any unrelated purpose without prior consent. This information is protected and is being collected pursuant to section 39(2) and section 42 of FIPPA.

Questions regarding the collection or use of this personal information should be directed to the Manager of Recreation Services in the Department of Athletics and Recreation, David Braley Athletic Centre, Room W124. For complete details of the McMaster University Policy on the Collection of Personal Information please visit: <http://www.mcmaster.ca/univsec/fippa/fippa.cfm>

Also incorporated into this Privacy Policy is McMaster University's statement on Collection of Personal Information and Protection of Privacy available at: [http://www.mcmaster.ca/univsec/fippa/FIPPA\\_Statement.pdf](http://www.mcmaster.ca/univsec/fippa/FIPPA_Statement.pdf)