

## McMASTER ATHLETICS AND RECREATION

Assumption of Risks, Waiver of Claims and Release of Liability (“Waiver”)

**WARNING: By accepting this Waiver, you will waive certain legal rights, including the right to sue. Please read carefully!**

Completed forms must be returned prior to participation in any sports and recreation activity(s) provided or supported by McMaster University Athletic and Recreation, whether on McMaster University campus or at a off-campus location (the “Activity(s)”).

### 1. ASSUMPTION OF RISK

I am aware that participation in Activity(s) has many inherent risks including but not limited to:

**GENERAL:** Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water damage, travel by motor vehicle, bus, traffic accidents, poor road conditions, watercraft, airplanes or any other means of transportation to, from, or during the Activity(s).

**ABILITY TO PARTICIPATE:** I acknowledge that light to vigorous exercise is involved in the recreation activity/program and that I am solely responsible for determining my level of participation in the activity. I acknowledge that McMaster University recommends that I consult with a physician prior to engaging in the Activity(s).

**INJURIES:** spinal and neurological injuries, head injuries (including concussions), fractures, sprains, strains, contusions, dislocations, environmental related injuries (including heat and cold related illnesses), as well as injuries that may result from the administering of medical services by McMaster University medical staff (including prophylactic taping, assessment, rehabilitation, and emergency care).

**CONCUSSIONS:** A concussion is the most common form of brain injury caused by an impact or forceful motion to the head or body that causes the brain to move inside the skull.

Concussions can occur in any organized or unorganized or recreational- related sport. They can result from a fall or from players colliding with each other or with obstacles even if they do not directly hit their head. Once the injury occurs, the brain is vulnerable to further injury and sensitive to any increased stress until it fully recovers.

Concussions can pose a serious health risk with short- and long-term consequences if not recognized and handled appropriately.

Proper management of a concussion can reduce the risk of complications. Individuals returning from a concussion must successfully follow “Return to Sport” protocols. “Return to Sport” protocols must include documented clearance by a physician before an individual returns to full contact/intensity participation in their Activity(s).

Returning to full activity too soon may result in more severe symptoms or long-term problems. As well, returning to high-risk activities (contact sports, dangerous job duties) before full recovery and medical clearance can put an individual at risk of sustaining another concussion with more severe symptoms and a longer recovery period.

For more information on concussion education, identification and management please visit: <https://rec.mcmaster.ca/programs/david-braley-sport-medicine-rehabilitation-centre/resources-helpful-information>

**ILLNESS:** the risk of bodily injury, illness and/or exposure to infectious diseases including but not limited to MRSA, influenza, COVID-19 and/or other communicable diseases, which cannot be eliminated notwithstanding the care and precautions taken by the University to mitigate against such risks.

**WEATHER:** environmental conditions (including lightning).

**EQUIPMENT:** any manner of injury resulting from use, misuse, non-use and failure of any personal and/or McMaster University equipment.

**TERRAIN:** any manner of injury resulting from falls on steep, icy, slippery or uneven terrain and playing surfaces.

**INITIAL:** \_\_\_\_\_

## **2. WAIVER AND RELEASE**

IN CONSIDERATION OF McMaster University allowing me to use its Athletics & Recreation facilities, I agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against McMaster University, and its members, officers, directors, employees, students, agents, volunteers and independent contractors (all of whom are from this point referred to as the “Releasees”) arising from or related to my use of the Athletics & Recreation facilities.

TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, illness, death or expense that I may suffer or that my next of kin or members of my household may suffer as a result of my use of the Athletics & Recreation facilities, including such loss, damage, injury, illness, death or expense that is caused by the negligence, breach of contract, or breach of any statutory or other duty of care (including any duty owed under the Occupier's Liability Act, RSO 1990 c O.2, as amended) on the part of the Releasees.

To hold harmless and indemnify the Releasees from any and all liability, causes of action, claims, judgments, costs and expenses (including legal fees) that I, a member of my household(s), or any third party may suffer as a result of my use of the Athletics & Recreation facilities, including due to any act, omission, or negligence of the Releasees.

That if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the Activity(s) in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment.

This Waiver shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

This Waiver shall be governed by and construed in accordance with the laws in force in the province of Ontario and the federal laws of Canada, as applicable. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to this course/activity and this Waiver and the parties hereby attorn to the jurisdiction of Ontario courts.

In agreeing to this Waiver, 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 CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT 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.

DATE: Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**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 provide 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.com>

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)