

Please note that by signing this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the “Agreement”), you give up the right to sue for any death, injury, illness or property damage or loss, howsoever caused.

TO: Medicine Hat College and its insurance companies, public and private sponsors, affiliates, directors, officers, employees, representatives, assignees and agents (collectively “MHC”).

Participant (as defined below in this Agreement) agrees that as a precondition to using any and all facilities and any and all equipment at the MHC (collectively “Facilities”) and participating in any and all programs, classes, sports, activities, recreational activities, functions and events at MHC or organized by MHC, whether at the MHC or anywhere and everywhere else, for any purpose (collectively “Activities”) and in consideration of MHC allowing the Participant to do so, that the Participant will be strictly bound by and will follow and abide by the terms of this Agreement.

The Participant understands and acknowledges that using the Facilities, participating in the Activities and travelling to and from MHC by any and all means while participating in the Activities involves inherent risks, dangers and hazards that may cause or result in, among other things, minor or serious physical injury, minor or serious mental injury, mild or severe physical illness, mild or severe mental illness, partial or total disability, death or property damage or loss to the Participant and that the Participant still voluntarily agrees to use the Facilities, participate in the Activities and travel to and from MHC by any and all means while participating in the Activities as the Participant accepts and assumes all risks, dangers and hazards of using the Facilities, participating in the Activities and travelling to and from MHC by any and all means while participating in the Activities and the possibility of, among other things, minor or serious physical injury, minor or serious mental injury, mild or severe physical illness, mild or severe mental illness, partial or total disability, death or property damage or loss to the Participant resulting therefrom, whether or not described in this Agreement, known or unknown, inherent or otherwise.

In consideration for MHC allowing the Participant to use the Facilities, participate in the Activities and travel to and from MHC by any and all means while participating in the Activities, the Participant hereby waives any and all claims against MHC and the Participant releases, holds harmless, indemnifies and will not sue MHC for any physical injury, mental injury, physical illness, mental illness, disability, death or property damage or loss which the Participant may suffer arising in whole or in part out of using the Facilities, participating in the Activities and travelling to and from MHC by any and all means while participating in the Activities, including, but not limited to, any and all claims based on MHC’s alleged or actual negligence, breach of any contract, express or implied warranty or breach of any statutory, common law or other duty of care, including, under the Occupiers’ Liability Act, R.S.A. 2000, c. O-4, as amended.

The Participant understands and acknowledges that negligence includes failure on the part of MHC to take reasonable steps to safe guard and protect the Participant against the inherent risks, dangers and hazards of using the Facilities, participating in the Activities and travelling to and from MHC by any and all means while participating in the Activities.

In further consideration for MHC allowing the Participant to use the Facilities, participate in the Activities and travel to and from MHC by any and all means while participating in the Activities, the Participant further releases and gives up any and all claims that the Participant may now have against MHC and understands that this Agreement releases all claims, including those of which the Participant is not aware, those not mentioned in this Agreement and those not resulting from anything which has happened up until now.

In further consideration for MHC allowing the Participant to use the Facilities, participate in the Activities and travel to and from MHC by any and all means while participating in the Activities, the Participant hereby waives any and all claims against MHC and the Participant releases, holds harmless, indemnifies and will not sue MHC for being exposed to coronavirus disease (“COVID-19”), contracting COVID-19, being in contact or interaction with other persons who may have contracted or been exposed to COVID-19 or being in close proximity to or having contact with surfaces, equipment, fixtures or other objects that, despite MHC’s best efforts, may have been exposed to or infected with COVID-19 or other communicable diseases arising in whole or in part out of the Participant using the Facilities, participating in the Activities and travelling to and from MHC by any and all means while participating in the Activities, including, but not limited to, any and all claims based on MHC’s alleged or actual negligence, breach of any contract, express or implied warranty or breach of any statutory, common law or other duty of care, including, under the Occupiers’ Liability Act, R.S.A. 2000, c. O-4, as amended.

The Participant will follow and abide by MHC COVID-19 Exposure Prevention Plan: <https://www.mhc.ab.ca/AboutMHC/CampusSafety/COVID-19> and any other policies or plans relating to illness, communicable diseases, pandemics, epidemics and endemics implemented by MHC in the future.

The Participant will pay all costs, including all legal fees on a solicitor and own client basis, incurred by MHC in defending any investigation, claim or action brought by the Participant or on the Participant’s behalf, whether arising in whole or in part from the Participant using the Facilities, participating in the Activities or travelling to and from MHC by any and all means while participating in the Activities or from any misrepresentations in this Agreement or the fraudulent signing of this Agreement.

If any part of this Agreement is deemed to be unenforceable, the remaining terms of this Agreement shall be an enforceable contract.

The Participant has been encouraged to obtain and been given the opportunity to obtain independent legal advice with respect to this Agreement, but has declined to do so.

The Participant understands and acknowledges that this Agreement:

- a) will apply to and for each and every day that the Participant uses the Facilities, participates in the Activities and travels to and from MHC by any and all means while participating in the Activities;
- b) is a contract; and
- c) is and shall be binding on behalf of the Participant and the Participant's personal representatives, administrators, heirs, next of kin, subrogated parties and assigns.

The Participant is in good health and that there are no special problems associated with the Participant's mental or physical health and well-being.

I, THE PARTICIPANT AS DEFINED IN THIS AGREEMENT, AM 18 YEARS OF AGE OR OLDER AND I HAVE READ, UNDERSTAND AND SIGNED THIS AGREEMENT VOLUNTARILY.

Participant Name

Participant Date of Birth

Signature of Participant

Date

Signature of Witness

Print Witness Name

BY SIGNING THIS AGREEMENT ON BEHALF OF THE PARTICIPANT AS DEFINED IN THIS AGREEMENT, I REPRESENT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, WHO IS UNDER 18 YEARS OF AGE, AND THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT ON THE PARTICIPANT'S BEHALF. I HAVE READ, UNDERSTAND AND SIGNED THIS AGREEMENT VOLUNTARILY. I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE PARTICIPANT IS BOUND BY AND WILL FOLLOW AND ABIDE BY ALL THE TERMS OF THIS AGREEMENT.

Participant Name

Participant Date of Birth

Signature of Participant's Parent or Legal Guardian

Date

Signature of Witness

Print Witness Name