



## UWSA Events and Services **INDIVIDUAL RELEASE AND WAIVER OF LIABILITY AGREEMENT**

***By signing this Release and Waiver of Liability Agreement (this “Release”) you will waive certain rights, including the right to sue, so please read it carefully and discuss with your legal counsel or advisor before signing.***

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*You agree that The University of Winnipeg Students’ Association (the “UWSA”) assumes no risk or liability for any injury to person or property while you are participating or UWSA events and/or programming and/or use of any the services of the UWSA on or off campus including but not limited to student group events and/or student group programming and/or volunteer work and/ or any other manner in which students might interact with and participate in the UWSA, including events and/or programs which are conducted or hosted on-line (collectively, the “Events”) and that you attend the Events at your sole discretion and risk.*

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The University of Winnipeg  
Students' Association  
Bulman Students' Centre  
0R30-515 Portage Avenue  
Winnipeg, MB R3B 2E9

*This Release is executed in favour of UWSA, a Manitoba corporation, its directors, officers, members, employees, volunteers, independent contractors, and agents and their respective personal representatives and assigns and The University of Winnipeg (“UWinnipeg”) and its directors, officers, members, employees, volunteers, independent contractors, and agents and their respective personal representatives and assigns (collectively, the “Releasees”)*

*In consideration of the permission to participate in the Events, I agree to, understand and freely, voluntarily and without duress execute this Release under all of the following:*

1. Assumption of Risk. I understand that there is risk of personal injury and property damage and loss associated with attending the Events. The risk of injury may be minor or serious and includes, among other things and without limitation, exposure to the risk of cuts and bruises, sprains or broken bones, concussions, dislocations, head/neck injuries, and in some cases more serious injuries, including paralysis or death. I fully understand all of these risks and agree to assume all risk of injury or illness associated with such activities whatever the cause or injury.
2. Damage to Releasees’ Property. I understand that I shall be liable for any damage that I may cause to equipment or other property at the Event, including any loss or damage to my own property and to property of the Releasees and the host of any Event and that I shall be fully responsible for all costs associated with the repair or replacement of such equipment and property.
3. Photo Waiver. I acknowledge that during the Event, my image, likeness and personality may be captured on photograph, video, sound recording, live action internet transmission and on other media (“**Personal Images**”), and that the UWSA may wish to use these Personal Images for promotional and other business purposes. If I do not want my Personal Images to be used, I will make this known to the UWSA in writing prior to the start of the Event, failing which I understand that I hereby relinquish and forever waive all of my rights relating to the content of the Personal Images and their capture, reproduction and use on any such media form(s), including any privacy rights or rights to be compensated for the commercial use of the Personal Images. I further waive

4. Policies and Laws. I further agree to behave in a respectful manner and act in accordance with all applicable laws and regulations, including any laws prohibiting public alcohol consumption, and any policies, procedures, guideline and rules (the “**Policies**”) established from time to time by either of the Releasees and/or the host of any Event, when participating in the UWSA or any partnered activities, and that I have knowledge of and access to the Policies. This includes that I will adhere to all UWSA and UWinnipeg registration requirements.
5. Waiver and Release of Liability. I voluntarily and knowingly agree on behalf of myself, my personal representatives, heirs, successors, assigns and anyone else claiming by or through me to release, waive and discharge the Releasees from and of all liability for or by reason of any injury, loss or damage to my person, reputation and/or property, which has been or may be sustained at the Events or thereafter in connection with the Releasees’ use of the Personal Images, notwithstanding that such injury, loss or damage may have been caused solely or in part by any act or omission (whether or not constituting negligence) of the Releasees.
6. Indemnification and Hold Harmless. I agree on behalf of myself, my personal representatives, heirs, successors, assigns and anyone else claiming by or through me to waive any claim and not to institute any claim or other legal action against the Releasees arising in the course of attending the Events. In the event that such a claim or legal action is instituted, I agree to indemnify and hold harmless the Releasees by voluntarily agreeing to pay all costs and legal fees it incurs if such claim is withdrawn or if a court determines, for whatever reason, including the enforceability of this Release, that the Releasees are not liable for the injury, loss or damage alleged.
7. General. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Province of Manitoba, and that this Release shall be governed by and interpreted in accordance with the laws of the Province of Manitoba. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. Furthermore, I consent and agree to the jurisdiction of the courts of the Province of Manitoba for any action arising out of or relating to this Release. I acknowledge and agree that a photocopy or digital copy of this Release will have the same force and effect as the original.

**I certify that I am a current UWinnipeg student and member in good standing of the UWSA and that I am eighteen years of age or older. I further certify that I have read this Release and fully understand its terms and that I am freely and voluntarily waiving legal rights.**

Name of Participant (please print clearly): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Received \_\_\_\_\_ (office use)