

The University of British Columbia

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY

INITIAL

TO: UBC UNITED WAY GREAT PANCAKE RACE VI (the operators), AND THE UNIVERSITY OF BRITISH COLUMBIA (collectively referred to as the "University of British Columbia")

LAST NAME: FIRSTNAME:

STUDENT#: BIRTHDATE (MM/DD/YEAR): GENDER:

ADDRESS:

TEAM NAME: UNIT:

ASSUMPTION OF RISKS I am aware that participating in the Great Pancake Race VI for UBC's United Way 2014 Campaign involves many risks, dangers and hazards including, but not limited to: impact and collision with other players or officials; playing with or without non-certified officials; impact with objects or equipment used in connection with the race, including but not limited to concrete surfaces; changes in the type of surface and the condition of each surface, including but not limited to the Student Recreation Centre; loss of balance; failure to play safely within one's own ability; failure to play against others of equal stature or ability; theft; consumption of food and drink, whether made by professionals or by non-professionals; negligence of other participants; and NEGLIGENCE ON THE PART OF THE UNIVERSITY OF BRITISH COLUMBIA OR THEIR STAFF INCLUDING THE FAILURE ON THE PART OF THE UNIVERSITY OF BRITISH COLUMBIA OR THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN A RELAY RACE AT UBC STUDENT RECREATION CENTRE. I am aware that I am responsible for wearing the required footwear and clothing. I am also aware that the risks, dangers and hazards referred to above exist within a variety of facilities whether on campus or off campus, including but not limited to, the playing court, gymnasium, shower rooms, hallways, stairs, elevators, change rooms, meeting rooms, eating areas, banquet rooms, parking and other facilities.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATION IN THE GREAT PANCAKE RACE VI AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM. I am also aware that the University of British Columbia does not carry accident or medical or dental insurance on my behalf.

RELEASE OF LIABILITY, WAIVER OF CLAIMS

In consideration of the University of British Columbia allowing me to participate in the GREAT PANCAKE RACE VI and permitting my use of their equipment, structures and other facilities, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE UNIVERSITY OF BRITISH COLUMBIA, their board of governors, directors, officers, employees, agents and representatives, (all of whom are hereinafter collectively referred to as "THE RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my participation in the GREAT PANCAKE RACE VI DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c .337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADENTURE ACTIVITIES REFERRED TO ABOVE;

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Great Pancake Race VI;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
4. 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Great Pancake Race VI other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this day of , 20

Signature of Participant

Witness Signature

Please print name clearly

Witness Name