

WARNING! BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

UNIVERSITY OF VICTORIA BALLROOM DANCE CLUB

(MUST print this Section)

NAME OF PARTICIPANT: _____ **SCHOOL YEAR/TERM** _____

ADDRESS OF PARTICIPANT: _____

CITY: _____ **PROV:** _____ **POSTAL CODE:** _____

BIRTH DATE: _____ **STUDENT/STAFF ID:** _____ **PHONE #:** _____

EMAIL ADDRESS: _____ @ _____

EMERGENCY CONTACT: _____ **RELATIONSHIP:** _____ **PHONE #:** _____

SELECT ONE: UNDERGRADATE GRADUATE STUDENT STAFF/FACULTY
 ALUMNUS NON-UNIVERSITY OTHER (SPECIFY) _____

DISCLAIMER CLAUSE

The University of Victoria Ballroom Dance Club, The Governors of the University of Victoria their officers, agents, contractors, employees, coaches/instructors, trainers, volunteers, members and representatives (all hereafter collectively referred to as “the Club”), are not responsible for any injury, loss or damage of any kind sustained by any person participating in any and all Club sanctioned activities, events, practice sessions or social activities (all hereafter collectively referred to as “Club Activities”), including injury, loss or damage which might be caused by the negligence of the Club.

DESCRIPTION OF RISKS

In consideration of my participation in the Ballroom Dance Club, I acknowledge that I am aware of the possible risks, dangers and hazards associated with my participation in the Ballroom Dance Club, (including the possible risk of severe or fatal injury to myself or others). These risks include but are not limited to the following:

- a. all manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scraps, cuts etc., from executing strenuous and demanding physical techniques, collisions other participants, falling and impacting against the floor, walls, apparatus/equipment or ground, and failure in proper use of the equipment or techniques either by myself or other participants;
- b. all manner of head, facial, eye and/or dental injuries;
- c. increased risk of injury as I become fatigued, experience pain, frustration, humiliation, and/or performance anxiety;
- d. the potential risk of experiencing light-headedness, fainting, chest discomfort, leg cramps and nausea;
- e. the potential risk of an increased load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances, may result in a heart attack;
- f. all manner of injuries and/or death that could result from a physical confrontation whether caused by myself or someone else;
- g. all manner of injuries and/or death that may result from transportation (all modes or types) incidents/accidents to and from Club Activities.

Initials: _____

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MEDICAL/HEALTH & TRAVEL INSURANCE

- 1. **I AM SOLEY RESPONSIBLE** to select and purchase adequate medical/health insurance. No medical/health insurance will be provided by the Club. In the event of a medical/health problem, the Club accepts no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses, which may be incurred by my membership and/or participation in the Club Activities.
- 2. **I AM SOLEY RESPONSIBLE** to select and purchase adequate travel insurance when and if required. The Club will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets. The Club accepts no responsibility for any costs associated with these types of problems nor will they pay for any expenses that may be incurred by my membership and/or participation relating to these areas.

I freely accept and assume all responsibility to provide myself with medical/health and travel insurance coverage.

Initials: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND IDEMNITY AGREEMENT

In consideration of the University of Victoria allowing my participation in this Club, I agree as follows:

- 1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my participating in the Ballroom Dance Club, even though such risks may have been caused by the negligence of the Club;
- 2. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future arising out of, or associated with or related to my participating in the Club Activities;
- 3. **TO RELEASE THE CLUB** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the Club Activities due to any cause whatsoever including negligence, breach of contract, or breach of any statutory or other duty of care;
- 4. **TO HOLD HARMLESS AND IDEMNIFY THE CLUB** from any and all liability for any damage to the property of, or bodily injury to, any third party, resulting from my participation in the Club Activities;
- 5. **TO FOLLOW** the Club's constitution and bylaws and to follow all the instructions and rules given by those responsible for or in charge of any Club Activities while I am a member and/or participating in Club Activities. I understand and accept that the constitution, bylaws, instructors and rules are in place to provide a safe environment for the entire membership.

Initials: _____

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be upon myself, my heirs, executors, administrators and representative.

SIGNED THIS _____ day of _____, 20 _____

Signature of Participant

Signature of Witness

Printed Name of Participant

Printed Name of Witness

This agreement must be completed in full (signed, dated, witnessed, and initialled where indicated) before any participant may begin Club Activities.