



**WARNING! BY SIGNING THIS LEGAL DOCUMENT YOU WILL BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**- PLEASE READ CAREFULLY -**

**THIS DOCUMENT RELATES TO:**

Trip/Event/Location: \_\_\_\_\_

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

Organization: UBC GSS \_\_\_\_\_

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

**1. Assumption of Risks**

I am aware that there are potential risks inherent in my participation in the event and/or trip, which is set out and which is referred to in the rest of this document as “The Event”.

I freely and voluntarily accept and fully assume all such risks, dangers and hazards associated with The Event and the possibility of personal injury, death, violence, property damage or loss during all the time of The Event, which may result from the travel arrangements, attendance and participation in The Event and any related activities.

**2. Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of entitlement to participate in The Event referred to above, I hereby agree as follows:

- (a) To waive any and all claims that I have or may have in the future against the University of British Columbia, the Graduate Student Society of UBC Vancouver, and their respective directors, officers, faculty, staff, volunteers, agents, trainees, employees, representatives, successors and assigns (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, injury or expense that I may suffer, or that members of my family may suffer as a result of or arising out of any aspect of my participation in The Event due to any cause whatsoever, including negligence or breach of contract on the part of the Releasees with

respect to any aspect of the organization, execution or operation of The Event, or ins respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to participation in The Event;

- (b) To hold harmless and indemnify the Releasees from any and all liability for any loss, damage, injury or expense to any third party resulting from participation in The Event

**3. Limited Exception**

I understand that, notwithstanding any other provision of this agreement, I shall not be prevented from making any claim against or commencing any legal action against the owner and/or operator of a motor vehicle which is validly insured by the Insurance Corporation of British Columbia against liability for the negligent operation of that motor vehicle, provided that:

- (a) I understand that this limited exception is intended only to provide me with the possibility of recovery of monies potentially available via the Releasees by virtue of their entitlement to such automobile liability coverage;
- (b) Any recovery which I might achieve pursuant to this exception shall not exceed the coverage limits of the material policy or policies of automobile liability insurance.

**4. General Provisions**

- (a) This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;
- (b) This agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia;
- (c) Any litigation involving the parties to this agreement shall be brought within the Province of British Columbia.

**I HAVE READ AND UNDERSTOOD 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 ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Witness

**THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED PRIOR TO THE PARTICIPANT BECOMING ENTITLED TO PARTICIPATE IN THE EVENT.**