

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY



To be read and signed by all PARTICIPANTS and by PARENTS/GUARDIANS of each PARTICIPANT under the age of 18

EVENT:

EVENT DATE(S): _____

EVENT LOCATION: Elbow Lake Environmental Education Centre

ELEMENTS OF RISK

Certain **HAZARDS, DANGERS, and RISK of INJURY** are inherent during this **EVENT**, which may be beyond the control of Queen's and Queen's staff or volunteers at the **EVENT, including those at QUBS**, these may include injuries resulting from: failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment; being struck by other participants, spectators, equipment or vehicles; malfunctioning structures and equipment; vigorous physical exertion and strenuous cardiovascular activities; failure to follow directions from those in charge of the **EVENT**; and, loss of personal property (e.g. bags, other valuables). The **HAZARDS, DANGERS, and RISK of INJURY** of this **EVENT** can include, but are not limited to those items set out in **APPENDIX A** to this Form.

DISCLAIMER (REQUIRED)

The Board of Trustees of Queen's University, its officers, directors, agents, contractors, employees, volunteers, members and representatives of the **EVENT, which includes but is not limited to all those at QUBS** (all hereafter collectively referred to as "the **Releasees**") are not responsible for any injury, death, loss or damage of any kind sustained by any person while participating in the activities/events as stated above (the "**EVENT**") or in activities related to the **EVENT** including injury, loss or damage which might be caused by the Negligence of the Releasees.

Initials:

CONSENT TO PARTICIPATE* (REQUIRED)**

I, _____, have read and understand the risks associated with participating in the **EVENT** and **freely agree to participate in the EVENT and to voluntarily assume all risks, dangers and hazards resulting therefrom. I understand that I am solely responsible for my own health, medical, dental, and property insurance.**

Initials:

*****IF PARTICIPANT IS UNDER 18 YEARS OF AGE:**

I, _____, the parent or legal guardian of _____, have read and understand the risks associated with the **EVENT** and **hereby consent to my child's participation in the EVENT and to his/her voluntary assumption all risks, dangers and hazards resulting therefrom. I understand that I am solely responsible for health, medical, dental, and property insurance covering my child.**

Initials:

PHOTOGRAPHIC RELEASE (OPTIONAL)

I/We grant permission for images of the **PARTICIPANT** that may be captured during the **EVENT** (by video / photo / digital recording / etc.) to be used by Queen's University at Kingston ("Queen's"), including by the Queen's University Biological Station ("QUBS") on its website, in its social media marketing, and in printed materials, for promotional purpose :

Initials:

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY (REQUIRED)

In consideration of **the Releasees** allowing me or my child (as applicable) to voluntarily participate in the **EVENT**, I hereby agree as follows:

1. I RELEASE AND WAIVE as against the Releasees any and all claims, demands, lawsuits, or actions of any other kind, for losses, liabilities, damages, injuries including death, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, arising out of or in connection with my or my child's (as applicable) participation in the **EVENT** as described above and in Appendix A.
2. I hereby indemnify and hold the Releasees harmless from any and all losses, liabilities, damages, injuries, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind 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, RSO 1990 c.o.2.**, as amended, on the part of the Releasees, arising out of or in connection with my or my child's (as applicable) voluntary participation in the **EVENT**.
3. This document is governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. My agreement herein survives termination of my or my child's participation (as applicable) in the **EVENT**. This document cannot be modified except in writing by Queen's University and no oral modification or interpretation is valid.
4. My agreement enures to the benefit of and is binding upon me, my heirs, next of kin, executors, administrators, representatives, successors and assigns.
5. **Acknowledgement:** By signing below, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this document.
6. **I HAVE READ AND UNDERSTOOD THIS DOCUMENT IN ITS ENTIRETY AND I AM AWARE THAT BY VOLUNTARILY SIGNING BELOW I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

Signed this _____ day of _____, 20____:

SIGNATURE OF PARTICIPANT

PRINT NAME OF PARTICIPANT

Signed this _____ day of _____, 20____:

SIGNATURE OF PARENT/GUARDIAN ***

PRINT NAME OF PARENT/GUARDIAN***

***Required if PARTICIPANT is under the age of 18 years.

EMERGENCY CONTACT INFORMATION: (REQUIRED)

PERSON TO CONTACT IN CASE OF EMERGENCY

RELATIONSHIP TO STUDENT

EMERGENCY PHONE NUMBER(S) (Required)

EMERGENCY EMAIL (optional)

Privacy: Personal information in connection with this form is collected under the authority of *The Queen's Royal Charter of 1841, as amended* and will be used for the purpose of administering your participation in the Event/event and related purposes. If you have any **questions about the collection, use and disclosure** of your personal information by Queen's University, please contact: Queen's University, Records Management and Privacy Office, Suite F300 Mackintosh-Corry Hall, 68 University Avenue, Kingston, Ontario, K7L 3N6, 613-533-6095

NOTE: This document must be completed in full, signed, dated, and must be initialed where indicated before the participant may participate in the Event.

APPENDIX A
HAZARDS, DANGERS, and RISK of INJURY inherent during this **EVENT**

Hazard	Risk
Dehydration	<ul style="list-style-type: none"> • Visitors will be outside and active much of the day. There is a risk of dehydration, resulting in headaches, episodes of light headedness, fainting, chest discomfort, leg cramps, nausea and fatigue if inadequate amounts of water are consumed. Every PARTICIPANT should bring adequate water
Extreme cold	<ul style="list-style-type: none"> • In the winter months, consequences to visitors can include frostnip, frostbite, and if symptoms are ignored, excessive loss of body heat can lead to hypothermia. Every PARTICIPANT should wear proper winter clothing
Extreme heat	<ul style="list-style-type: none"> • In the summer months, consequences to visitors can include heat stroke, exhaustion, head-aches, sunburns; episodes of light headedness, fainting, chest discomfort, leg cramps, nausea and fatigue. Signs of excessive heat must be reported and never ignored. Every PARTICIPANT should bring sun protection such as sunscreen, a hat, <i>etc.</i>
Getting lost	<ul style="list-style-type: none"> • Visitors will explore areas (trails, wetlands, lakeshore) beyond the building envelope. • There is the possibility of becoming lost or disoriented. PARTICIPANTS must stay with and follow the instructions of the EVENT Staff.
Hypothermia	<ul style="list-style-type: none"> • Visitors may experience cool, wet days • Without proper clothing, there is a risk of hypothermia • A boat could be capsized and visitors or staff could spend some time in the water, resulting in cold wet clothes. Every PARTICIPANT should bring a dry changes of clothes
Illness	Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
Insect bites & stings	<ul style="list-style-type: none"> • Visitors are at risk of being stung/bit by insects, including bees, mosquitoes, flies, and ticks. • While this is primarily just an inconvenience it could pose a serious problem for people with allergies, if the tick is infected with Lyme disease, or if the mosquito is a West Nile Virus carrier. Every PARTICIPANT must advise EVENT organizers of any allergies to insect bites and stings and carry, or provide staff with, their EpiPen • The threat of ticks can exist throughout the year in any season, not just summer.
Lightening and wind storms	<ul style="list-style-type: none"> • There is a risk of storms, including lightening and high winds. • There is a risk of being struck by lightning or being hit by falling tree branches or other debris.
Rough & slippery terrain	<ul style="list-style-type: none"> • The terrain at Elbow Lake is rugged, often with loose debris or exposed wet rock. The terrain can be steep, uneven or slippery, with branches, rocks, or other obstacles present risks of slipping and falling that may result in bone and muscular skeletal injury, such as breaks, sprains and strains, or broken limbs, concussion or spinal cord injuries • This risk is increased in the winter months with the addition of snow and ice.
Swimming accident	<ul style="list-style-type: none"> • There is a possibility that a visitor could be injured while swimming (e.g., cramps, cuts, <i>etc.</i>)
Watercraft accident	<ul style="list-style-type: none"> • There is a possibility of capsizing in canoes, kayaks, and row boats.
Wildlife	<ul style="list-style-type: none"> • Visitors may encounter wildlife, including raccoons, porcupines, squirrels, skunks, deer, bears, <i>etc.</i> • Under most circumstances, wildlife will stay away from visitors and won't present a risk • However, wildlife can be unpredictable and may respond aggressively to visitors (biting, charging, spraying). PARTICIPANTS are prohibited from attempting to engage or interact with any wildlife

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