GRADUATE STUDENT SOCIETY
UBC VANCOUVER

Thea Koerner House
225 – 6371 Crescent Road
Vancouver, BC V6T 1Z2
604-822-3203
gss.ubc.ca

GSS WAIVER

NOTICE! BY SIGNING THIS LEGAL DOCUMENT, YOU WILL BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOR ACCIDENT OR INJURY. - PLEASE READ CAREFULLY. THE DOCUMENT YOU ARE AGREEING TO IS A RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT ("Release Agreement")

Full Name:

Name(s) of children/dependents:

Address:

City: Vancouver

Province: British Columbia

Postal Code:

Country: Canada

Phone:

Email:

Student ID:

TO: The Graduate Students Society UBC – Vancouver (GSS) their respective directors, officers, employees, agents, independent contractors, sub-contractors, representatives, successors and assigns (hereinafter referred to as the Releasees). In consideration of my dependent's participation in the Event/Activity described above, I hereby covenant, acknowledge and agree as follows (all sections must be initialed in the box to the right of each statement in order for the Release Agreement to be considered complete). ASSUMPTION OF RISKS I am aware that certain risks and dangers may arise as a result of my dependent's participation in this Event/Activity, as a result of my own actions or the actions of other participants, including, but not limited to, possible exposure to and/or contraction of COVID-19, the specific physical activities of the Event/Activity, the location of the Event/Activity, the use of transportation to and from the Event/Activity, and any other risks and dangers associated with the specific Event/Activity . I understand that The Graduate Student Society UBC – Vancouver (GSS) cannot assure my dependent's safety from risks and dangers and I fully accept these risks and dangers in order for my dependent to participate in the Event/Activity.

Initial:

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage, or loss resulting from my dependent's participation in the Event/Activity

Initial:

In consideration of the Releasees permitting my dependent to participate in the Event/Activity, and for other 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 have in the future against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense, or injury including death that my dependent may suffer or that my next of kin may suffer as a result of my dependent's participation in the Event/Activity, 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 BRITISH COLUMBIA OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE EVENT/ACTIVITY.

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2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my dependent's participation in the Event/Activity;
3. I certify that my dependent is physically and mentally capable of safe, lawful and proper participation in the Event/Activity;
4. I will immediately cease my dependent's participation in the said Event/Activities if I notice any unusual hazard or unsafe condition or if my dependent experiences any condition, mental or physical, which may render it unsafe for my dependent or others to continue;
5. I accept and assume all risks associated with my dependent's participation in the said Event/Activity and activities associated therewith, including possible exposure to and/or contraction of COVID-19, even if arising from the negligence or gross negligence of the Releasees
6. I hereby agree not to sue the Releasees for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether arising directly or indirectly from my dependent's participation in the said Event/Activity or the activities associated therewith
7. I agree to indemnify and hold the Releasees harmless from all claims, causes of action, judgments, costs or expenses (including legal fees and disbursements) incurred in respect of any proceedings commenced as a result of my dependent's participation in the said Event/Activity or activities associated therewith. Type your initials here signifying your acceptance:
8. This Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
9. Any litigation involving 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.
10. In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Event/Activity, other than what is set forth in this Agreement.

I am aware that the Event/Activity does not provide my dependent with any disability, accident or medical insurance or compensation and that my dependent is not covered by Workers Compensation, should my dependent become injured while participating in the event/activity. I have been advised to consult with my own insurance broker regarding any insurance coverage that I may require.

AGREEMENT TO THE RELEASE AGREEMENT

Date: _____

Name:

Do you accept all the terms and conditions of this Release Agreement? Yes X / No