

CFUW Oakville: Interest Group Participation Waiver

Notes and Instructions:

This Waiver form is required for participation in Interest Groups which involve some form of physical activity and which is not already covered by other Insurance arrangements (either by CFUW or personal).

The language in this Waiver is based on language that was provided by CFUW National and approved by their lawyer to cover Interest Group participation during COVID. It has been re-crafted to apply to Interest Groups that involve some form of physical activity.

This Waiver may not apply or be required for all Interest Groups. If this applies to a particular Interest Group the following notes will apply:

- All participants are required to sign the Waiver in order to participate in the group's activities.
- The group's convenor(s) should send the Waiver form to the members of their group and have them return signed copies before participating in any of the meetings or outings.
- It is suggested that the convenor(s) for the Interest Group have printed copies available at the meetings/outings for members who have not yet signed the Waiver. Anyone not having a signed Waiver will not be able to participate in the group's activity.
- The participants receiving a Waiver form should email a signed copy or provide the group convenor with a signed printed copy.
- The convenor(s) will maintain the signed Waivers for their group and also send copies of the signed Waivers to the Club Leadership Team.
- It is not necessary to submit the waiver for each activity of the Interest Group, only for the first meeting or outing of that group.

CFUW Oakville

Assumption of Risk and Waiver of Liability Relating to Interest Group Participation

This waiver & declaration must be completed prior to participating in the following CFUW Oakville Interest Group for the specified Program Year.

Interest Group	Program Year
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I desire to participate in any and all activities provided by this Interest Group for the noted Program Year wherever they may be located (the “Activities”). As lawful consideration for being permitted to participate in the activities, I agree to all the terms and conditions set forth in this Agreement.

A. Representations

- 1) I acknowledge the level of physical activity involved in participating in this Interest Group and I voluntarily assume the risk in participating in the Activities which may lead to personal injuries.
- 2) I declare that I am participating voluntarily in the Activities.
- 3) I agree to follow all instructions, recommendations and cautions of the Activity leader at all times during my participation in the Activities. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate, I will immediately discontinue further participation in the Activity or Activities.

I agree that, by filling out and signing this waiver and agreeing to the terms and conditions set out in it, I hereby expressly waive and release any and all claims which I have or may in future have against CFUW Oakville or the Canadian Federation of University Women, and their officers, directors, employees, agents, representatives, affiliates, successors and assigns (the “Releasees”), on account of injury, illness, disability, death or property damage arising out of or attributable to my participation in this Interest Group’s Activities, whether arising out of the negligence of CFUW Oakville or any other Releasee or otherwise, including without limitation, breach of contract, or breach of any statutory or other duty of care. I covenant not to make or bring any such claim against CFUW Oakville or any other Releasee, and forever release and discharge CFUW and all other Releasees from liability under such claims.

B. General Terms

- 4) This Agreement constitutes the sole and entire agreement of CFUW Oakville and me with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 5) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 6) This Agreement is binding on and shall inure to the benefit of CFUW Oakville and me and our respective successors and assigns.
- 7) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE CFUW OAKVILLE AND THE RELEASEES.

Name of participant (print)

Signature of Participant

Date