



# DROP-IN USERS

LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

STUDENT  STAFF  VISTOR STUDENT/STAFF #: \_\_\_\_\_

AMOUNT PAID \$ \_\_\_\_\_  CASH  CHEQUE

ATTACH  
RECEIPTS  
FOR ALL  
TRANSACTIONS

## RELEASE AND WAIVER OF LIABILITY

1. I am aware that use of the UBC Okanagan strength training and fitness conditioning equipment, machines and facilities ("the Facilities") and participation in UBC Okanagan fitness programs ("the Programs") involve various risks, dangers and hazards including the risk of personal injury, death or property loss from various causes including but not limited to: overexertion or lack of fitness or conditioning; defective, dangerous or unsafe conditions of the Facilities; negligence on the part of other persons using the Facilities or participating in the Programs; or negligence on the part of UBC and its employees. I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.
2. I declare myself to be physically sound and capable of using the Facilities and participating in Programs that are self-directed in nature. I acknowledge that I have been informed that it is recommended that I obtain my physician's approval for using the Facilities and participating in the Programs.
3. I am aware that UBC Okanagan does not carry medical or dental insurance on behalf of users of the Facilities.
4. I agree to waive any and all claims that I have or may in the future have against the Facilities and its Board of Governors, officers, employees, agents and representatives ("the Releasees"), and to release the Releasees from any and all liability for any loss, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from either my use of or my presence in the Facilities or participation in the Programs, due to any case whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1997, c. 337 on part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards referred to above.
5. I agree to hold harmless and indemnify the Releasees from any and all liability for any loss or damage to property of or personal injury to any third party, resulting from my use of or presence at the Facilities or participating in the Programs.
6. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity. In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Facilities or Programs.

**I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY ON BEHALF OF MYSELF AND ANY OF MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINSTRATORS AND REPRESENTATIVES.**

Participant's Signature: x \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: Please print \_\_\_\_\_ Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**Parent/guardian of Participant Under Age 19:** This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to hold harmless and indemnify the Releasees from any and all liability incident to his/her use of or presence at the Facilities or participating in the Programs for myself, my heirs, assigns, and next of kin.

Parent/Guardian Signature: x \_\_\_\_\_

Parent/Guardian Name: Please print \_\_\_\_\_ Date: \_\_\_\_\_