

### 3.3.3 Waivers/Releases

#### **Preface:**

- A.1 The College of the Rockies shall exercise due caution and take appropriate steps to legally protect itself in the following situations:
- i. Individuals participating as subjects or registrants in low to medium risk College programs/courses/activities;
  - ii. Individuals participating as subjects or participants in medium to high risk College programs/courses/activities; and
  - iii. Individuals making available private property to the College for use in College and/or student projects.
  - iv. New College course and/or program offerings.
  - v. College partnerships with other individuals, agencies or organizations.
  - vi. College contracts with other individuals, agencies or organizations.

#### **Procedures:**

- B.1 Individuals participating as subjects or registrants or parents/guardians whose children are participating in low-medium risk College programs/courses/activities shall prior to and as a condition of such participation complete and sign a RELEASE-PARTICIPANT form. The Registrar or Campus Manager, as the case may be, shall determine which College programs/courses/ activities are 'risky' or 'dangerous' for a participating registrant, and shall maintain the completed and signed original release forms on file for at least one year following the termination of such programs/courses/activities.
- B.2 Individuals participating as subjects or registrants, or parents/guardians whose children are participants or registrants in medium - high risk College programs/courses/ activities shall prior to and as a condition of such participation complete and sign a RELEASE OF ALL CLAIMS & WAIVER OF LIABILITY form. The appropriate instructor or other College employee, in consultation with his/her supervisor, shall determine which College programs/courses/ activities are medium to high risk for a participating subject or activity, and shall maintain the completed and signed original release forms on file for at least one year following the termination of such programs/courses/activities.
- B.3 Individuals making available private property to the College for use in projects or student projects shall, prior to and as a condition of such provision, complete and sign a RELEASE- COLLEGE/STUDENT PROJECT form. Further, they shall following and as a condition of return of such property again sign the RELEASE-COLLEGE/STUDENT PROJECT form. The appropriate instructor or College employee shall maintain the completed and signed original release forms on file for at least one year following the completion of the project.

B.4 New College Course/Program Offerings or Activities

New College Course/Program Offerings or Activities involving medium/high risk activities require the prior approval of Risk Management Branch to ensure liability coverage under the Ministry's University, College and Institution Protection Program

B.5 Contracts, Letters of Understanding

B.5.1 All contracts and letters of understanding (with the exception of personnel contracts) shall be forwarded to the FOI/Risk Mgmt/Health Services Officer to ensure Risk Management Branch compliance, etc. and shall require final signature as per Board Policy

Issue Date:	October 15, 1984	Concerning:	Students and College Employees
Amendment:	( 1 ) Nov 1995 (re titles)		(2.1.1.4)
Manager Approval:	Original signed by L. Dawson	Title:	Bursar
		Date:	
College Approval:	Original signed by J. L. McInnis	Title:	President/CEO
		Date:	Oct. 15, 1984

Fm:4-Oct-95



**College of the Rockies  
RELEASE - COLLEGE/STUDENT PROJECT**

NAME OF OWNER: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Postal code: \_\_\_\_\_

FULL DESCRIPTION OF PROPERTY (including observable damage):

\_\_\_\_\_  
\_\_\_\_\_

COMPLETE DESCRIPTION OF PROJECT (including any limitations thereto):

\_\_\_\_\_  
\_\_\_\_\_

**I DECLARE THAT** the foregoing information is correct **AND THAT I** am the owner of the above-described property and am making it available to the College of the Rockies for use in the above-described College/student project.

**I RECOGNIZE** the inherent RISK in making this property available to the College of the Rockies for this College/student project and fully understand the following:

- a) I make this property available to the College of the Rockies entirely at my own risk;
- b) I understand that all work is performed by students and while precaution is taken to ensure satisfactory work, guarantee of workmanship is not given, nor will the College of the Rockies accept any responsibility whatsoever for any damage which is caused or negligent or deficient workmanship in the work;
- c) I will provide at my expense all the parts and materials required for this project;
- d) I understand that this property **WILL NOT BE RELEASED** to me until all costs incurred or charges made by the College of the Rockies relative to this project have been discharged.

**IN CONSIDERATION** of the acceptance of this property for use in this student project, **I release and forever discharge** the College of the Rockies, its servants, agents, instructors, officers, employees, and students of and from all liability arising out of or in any way connected with my making this property available to the College of the Rockies for use in this College / student project and from all actions, causes of action, claims, and demands whatsoever at law or in equity which I or my heirs, executors, administrators, or assigns have or may have arising out of or in any way connected with such provision. ***I have read the above and fully understand my responsibilities for this College/student project and the release of responsibility given.***

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

**Accepted on behalf of College of the Rockies:**

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

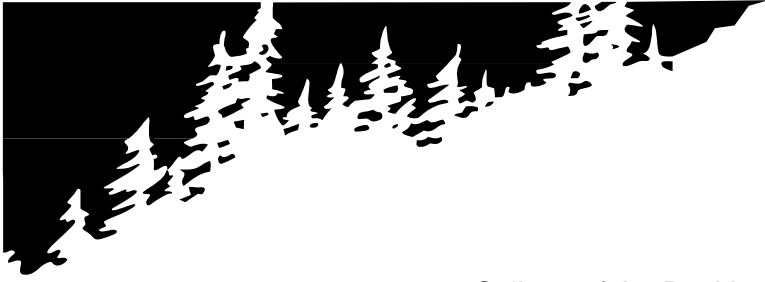
***I hereby acknowledge return to me of this property in good condition and my obligations therefrom:***

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

LID:84:10:15  
Participant

Original: College

Copy:



College of the Rockies  
**RELEASE OF ALL CLAIMS & WAIVER OF LIABILITY - PARTICIPANT**

I, \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (phone)

being of sound mind and the age of majority, hereby acknowledge and agree that in consideration of my [ ], my child [ ] being permitted to participate in activities or programs organized by the College of the Rockies noted below:

\_\_\_\_\_ [ ] program [ ] activity  
(hereinafter referred to as the "Activity"), as follows:

1. My [ ] son, or [ ] daughter, being an infant or minor (i.e., under the age of 19), will be participating in the above named activity.
2. **I agree to RELEASE, INDEMNIFY AND SAVE HARMLESS** the College of the Rockies, its directors, officers, employees, invitees, agents, representatives, officials, servants, successors, assigns and independent contractors (herein collectively called the "Agents") from and against all claims, actions, causes of action, costs, expenses and demands of any nature or kind whatsoever in respect to death, injury, loss or damage to my person or property, wherever and howsoever caused, arising out of, or in connection with my taking part in the Activity or while travelling to and from the Activity notwithstanding that the same may have been contributed to or occasioned by any act or failure to act including, without limitation, negligence of the College and/or any one or more of its Agents.
3. I am aware that the Activity includes, without limitation, the following:
  - ⇒
  - ⇒
  - ⇒
  - ⇒
  - ⇒
  - ⇒

I am also aware of the dangers and risks inherent in participating in the Activity and that they include, without limitation, the following:

- ⇒
- ⇒
- ⇒
- ⇒
- ⇒
- ⇒

3. I also understand, acknowledge and agree:
  - a. that the physical demands of this particular Activity, on me as a participant, require that I am medically, physically, and emotionally fit and fully able to participate in this Activity and that I have adequate knowledge of

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- b. that I have the skills to participate in the Activity;
  - c. that my clothing and equipment are satisfactory for participating in the Activity.
  - d. that the College prohibits the use of alcohol or drugs prior to and during the Activity and I agree that I will not participate in the Activity under the influence of alcohol or drugs or that the prior use of alcohol or drugs affects my ability in any way whatsoever.
  - e. that at any time the College may refuse the participation to any persons including myself who are a hazard to themselves or to any other participants or to the College.

**I acknowledge and accept** all of the inherent risks associated with my participating in this Activity and the possibility of personal injury, death, property damage or loss resulting therefrom and agree to assume all risks and waive notice of all conditions, danger or otherwise, in or about the Activity and to pay the cost of any medical attention rendered to me or to my benefit that may become necessary.

Further, I acknowledge and agree that first aid and medical treatment may be given to me by the leader or instructor or medical personnel in attendance in the event of accident, injury or illness during the Activity.

**THAT I have carefully read this Release** and that by entering into this agreement and signing same, I am not relying on any oral or written representation or statements made by the College including those in any brochure or calendars issued by the College to induce me to undertake this Activity.

**I agree** that I have read this Release and understand it and further agree that this Release shall bind my heirs, next of kin, executors, administrators and assigns.

**I agree** that this Release is to be interpreted pursuant to laws of the Province of British Columbia and understand that if I have any questions regarding this Release and the waiver of my rights I shall consult a lawyer prior to signing this agreement.

*DATED at* \_\_\_\_\_ *this* \_\_\_\_\_ *day of* \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Signature of Participant (or Parents/Guardians)**

\_\_\_\_\_  
 Name of Witness

\_\_\_\_\_  
 Name of Participant