THE UNIVERSITY OF BRITISH COLUMBIA

School of Kinesiology — BodyWorks

UBC BODYWORKS
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE IN THE EVENT OF INJURY

TO: THE UNIVERSITY OF BRITISH COLUMBIA, including its School of Kinesiology

ASSUMPTION OF RISKS

I am aware that **using the UBC BODYWORKS FITNESS CENTRE and/or participating in any UBC BODYWORKS programs and/or services** involves many risks, dangers and hazards including, but not limited to: overexertion or lack of conditioning or fitness; defective, dangerous or unsafe equipment; use, misuse or non-use of any equipment; dangerous or unsafe conditions in any facilities; impact or entanglement with obstructions, apparatus, equipment, floor surface or walls; contact or collision with other participants; negligence of other participants; and **NEGLIGENCE ON THE PART OF THE UNIVERSITY OF BRITISH COLUMBIA OR ITS EMPLOYEES INCLUDING THE FAILURE ON THE PART OF THE UNIVERSITY OF BRITISH COLUMBIA OR ITS EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE**. I am also aware that the risks, dangers and hazards referred to above exist within a variety of facilities on or off campus, including but not limited to: roadways, parking areas, shower rooms, hallways, stairs, elevators, change rooms, fields, campus buildings and other facilities.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY USE OF THE UBC BODYWORKS FITNESS CENTRE AND MY PARTICIPATION IN ANY PROGRAMS AND/OR SERVICES OFFERED BY UBC BODYWORKS AND 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. I am also aware that the **University of British Columbia** does not carry accident or medical or dental insurance on my behalf.

RELEASE OF LIABILITY, WAIVER OF CLAIMS

In consideration of the **University of British Columbia** allowing me to use the UBC BodyWorks Fitness Centre and/or to participate in any UBC BodyWorks Fitness Centre programs and/or services and permitting my use of its equipment, structures and other facilities, and for 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 in the future have against **THE UNIVERSITY OF BRITISH COLUMBIA**, its Board of Governors, directors, officers, employees, agents and representatives, (all of whom are hereinafter collectively referred to as "THE RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from my use of the UBC BodyWorks Fitness Centre and/or my participation in any UBC BodyWorks programs and/or services 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 *OCCUPIERS LIABILITY ACT*, R.S.B.C. 1996, c. 337, ON THE 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;
2. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
3. Any litigation involving the 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.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of the UBC BodyWorks Fitness Centre and/or any UBC BodyWorks Fitness Centre programs and/or services other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I ALSO UNDERSTAND THAT THIS AGREEMENT WILL BE IN EFFECT FOR THE DATE OF SIGNING BELOW AND FOR A FURTHER ONE YEAR PERIOD ____ (Initial)

DATE: _____

_____ Signature of Participant

_____ Please print name clearly