

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

STUDENT-SPONSORED "HUMANS VS. INFECTED" GAME

1. In consideration for receiving permission from the University of Ottawa to participate in the student-sponsored Humans vs. Infected game taking place from October 29 to November 2, 2012, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the University of Ottawa, the Board of Directors of the University of Ottawa, all University of Ottawa student associations and their sub-associations, their officers, agents, and employees, or the members of the Humans vs. Infected organizational committee (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that I may sustain, or to any property that I own, while participating in such activity, or while in, on or upon the premises of the University or while off the premises of the University of Ottawa.

This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of RELEASEES to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct) and includes liability arising out of tort, contract, strict liability, or otherwise.

2. I am fully aware of the risks and hazards connected with the game of Humans vs. Infected, which include the risk of injury and even death, and I hereby elect to voluntarily participate in the game, knowing that the activity may be hazardous to me and my property. I understand that the University of Ottawa does not require me to participate in this activity or sponsor the activity but is permitting this activity to occur on University premises . I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that I may sustain, or any loss or damage to property that I own, as a result of being engaged in such activity. It is impossible to know and list every risk associated with the game, but the risks I may encounter include, but are not limited to: slipping, falling, or tripping; improper or malfunctioning equipment, and physical contact with other participants who may participate with me.

3. I agree to abide by the "Responsibilities of Players of Humans vs. Infected" ("Responsibilities") and acknowledge that I am subject to all rules and regulations imposed by the University of Ottawa while participating in the game, either on or off-campus and that the University reserves the right to impose discipline and sanctions for any activities that occur during the course of the game that violate these regulations. I agree that I am also responsible for the activities of any guests that I invite to play the game who are not members of the University of Ottawa student body and that the University may impose discipline and sanctions on me for the conduct of my guests, to the extent that their conduct violates the "Responsibilities."

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to my participation or the participation of one of my guests in the game. This includes loss, liability, damage or costs that occur to me, to other game participants or to third parties, including other Ottawa community members or visitors to the campus. This agreement to indemnify includes loss, liability, damage or costs, including courts costs and attorneys' fees, caused in whole or in part by

the negligence of RELEASEES, to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct of RELEASEES).

5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of Canada and with those of the province of Ontario and that any mediation, suit, or other proceeding regarding the activity of Humans vs. Infected must be filed or entered into only in Ontario and the federal or provincial courts of Ontario. Any portion of this document deemed unlawful or

unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In WITNESS WHEREOF, I have signed this Waiver and Agreement on this _____ day of October, 2012.

Print name (Participant)
(Witness)

Print name

Signature

Signature