

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR THE STUDENT-SPONSORED "HUMANS VS. INFECTED" GAME

In consideration for receiving permission from the University of Ottawa to participate in the student-sponsored Humans vs. Infected game taking place from October 26th to October 30th of 2009, I hereby RELEASE, WAIVE AND DISCHARGE 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.

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.

I am fully aware of the risks and hazards connected with the game of Humans vs. Infected, that 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 my property and me. 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.

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" and the rules and regulations of the University of Ottawa.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and legal 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).

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.

AND FOR THE SAID CONSIDERATION it is agreed and understood that the Releasor will not make any claims or take any proceedings against any other person or corporation who might claim, in any manner or forum, contribution and indemnity in common law or in equity, or under the provisions of any statute or regulation, including the Negligence Act and the amendments thereto and/or under any successor legislation thereto, and/or under the Rules of Civil Procedure, from the Releasees discharged by this full and final release, in connection with the matters outlined above. IT IS AGREED AND UNDERSTOOD that if the Releasor commences an action, or takes such proceedings, and the Releasees are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasor will immediately discontinue the proceedings and/or claims, and the Releasor will be liable to the Releasees for the legal costs incurred in any such proceeding, on a solicitor and his own client scale. This full and final release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor with respect to the matters covered by this waiver and release. This waiver and release may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor in any subsequent action that the other parties in the subsequent action were not privy to formation of this release.