WAIVER OF CLAIMS and RELEASE OF LIABILITY – External Athletes

LAST NAME:	FIRST NAME:	GENDER ☐ M ☐ F
DATE OF BIRTH (DD/MM/YY)	ADDRESS:	
TEL. NO.	CITY	PROVINCE
E-MAIL		

BY SIGNING THIS AGREEMENT YOU WILL (AMONG OTHER THINGS) WAIVE LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

To: Kwantlen Polytechnic University ("Kwantlen")

IN CONSIDERATION of my use of the facilities and services and/or my participation in the activities, game or event performances, and programs of Kwantlen, I agree as follows.

I release and waive any and all claims that I have or may have against Kwantlen for any and all liability arising from my use of the facilities and services and/or my participation in the activities, game or event performances, and programs of Kwantlen and specifically:

1. **I WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Kwantlen and I release Kwantlen from any and all liability for any loss, damage, injury, or expense that I may suffer as a result of my use of the facilities and services and/or my participation in the activities, game or event performances, and programs of Kwantlen including negligence by Kwantlen's employees, students or agents (excluding gross negligence), breach of contract, and breach of any statutory or other duty of care on the part of the Kwantlen or any third party;**

2. I acknowledge my use of the facilities and services and/or my participation in the activities, game or event performance, and programs of Kwantlen involves inherent risks and damages and I accept any such risks and damages;

3. I understand that by using Kwantlen's facilities and services, and by participating in the activities, game and event performances, and programs of Kwantlen, I give permission to Kwantlen to use my name and/or likeness on an unlimited basis for advertising or publicity without additional compensation;

4. This Agreement and any rights, duties and obligations are between myself and Kwantlen as parties to this Agreement will be governed by and interpreted solely in accordance with the laws, and in the Courts, of the Province of British Columbia; and

5. I certify that I have read this Waiver of Claims and Release of Liability and fully understand its terms and conditions and sign it voluntarily.

By signing this document, I consent to the use of my testimonial and my physical likeness in photographic, video or electronic reproduction form in any materials, and on websites, produced by the Marketing and Communications Department or other departments of Kwantlen Polytechnic University. I release Kwantlen Polytechnic University, its agents, staff and the photographer from liability for any violation of any personal or proprietary right in connection with such use. I waive all rights to royalties or other compensation arising from, or related to, the use of the photograph and/or testimonial.

I understand that these testimonials and reproductions may be used in the production of materials used to promote Kwantlen Polytechnic University programs, services, events or the University in general.

I also understand that the choice of which reproduction is to be used, if any, is at the discretion of the Marketing and Communications Department or other departments of Kwantlen Polytechnic University, and that the decision would be based on artistic merit, specific design needs, technical requirements, and marketing and communication strategies.
I also understand that I do not have copyrights to any photographs, video or electronic reproductions made by Kwantlen Polytechnic University.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS WHICH I MAY HAVE AGAINST KWANTLEN.

SIGNED, SEALED AND DELIVERED on)
_____, 2014 in the presence of:)

_____)
(Signature of Witness))

_____)
(Print name of Witness))

_____)

_____
Signature of Participant

_____
(Print name of Participant)