

## UVic Scientific Diving Program

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

**WARNING: BY SIGNING THIS DOCUMENT (THE “WAIVER”) YOU WILL ASSUME CERTAIN PHYSICAL OR LEGAL RISKS. YOU WILL ALSO WAIVE SPECIFIC LEGAL RIGHTS, INCLUDING WITHOUT LIMITATION THE RIGHT TO SUE THE UNIVERSITY OF VICTORIA AND EACH OF ITS GOVERNORS, OFFICERS, AGENTS, EMPLOYEES, STUDENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, AND ANY INDIVIDUALS CONNECTED WITH THE ACTIVITY DESCRIBED BELOW (COLLECTIVELY REFERRED TO AS THE “the University”), EVEN WHERE ONE OR MORE OF THOSE INDIVIDUALS IS NEGLIGENT. PLEASE READ BOTH PAGES CAREFULLY.**

Name:

\_\_\_\_\_

(Last)

(First)

(Middle)

Address:

\_\_\_\_\_

(Street)

(City)

(Province)

\_\_\_\_\_

(Postal Code)

(Telephone Number)

#### Description of Activity

Participation in scientific diving program, which is defined as diving performed to collect specimens or data for scientific use under the auspices of an educational or research institute operating in accordance with the Canadian Association of Underwater Science (CAUS) Standard of Practice for Scientific Diving “the Activity”.

#### Acknowledgements & Assumption of Risk

I acknowledge and agree that the University will not permit me participate in the Activity unless I sign this Waiver.

I understand that risks are inherent in the very nature of the Activity and cannot be eliminated without jeopardizing the essential qualities of Activity. I am aware that the risks may include, but are not limited to the following: (a) loss or damage to personal property; (b) accidents while traveling to and from the Activity location, as well as accidents at the dive location; (c) serious physical or emotional injury, paralysis, and death; (d) incidents involving curious or aggressive wildlife (e) hypothermia, shock or drowning; (f) my own failure or that of other participants to follow the safety guidelines and other instructions of the University; and (i) negligence of other participants.

I have fully reviewed the [UVic Diving Safety Manual for Open Water Diving](#) and acknowledge and understand its contents and, having full awareness of the hazardous risks of scientific diving, will abide by the policies laid down in this document.

#### Release of Liability, Waiver of Claims and Indemnity Agreement

**IN CONSIDERATION** of the University allowing me to participate in the Activity, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge:

1. I agree to waive any and all claims that I have or may in the future have against the University and to release the University 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 preparation and participation in the Activity, resulting from any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the University or anyone for whom the University is in law responsible, and also including failure on the part of the University to safeguard or protect me from any risks, dangers, and hazards of the Activity.
2. I agree to defend, hold harmless and indemnify the University (a) from any and all liability for any damage to property of or personal injury to any third party, resulting from my presence or from my negligent or intentional act or omission during or participation in the Activity; and (b) from any and all non-scheduled or emergency expenses related to first aid or medical treatment or evacuation of myself in the event of an accident, injury, or illness. I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be paid by the University.
3. In entering into this Agreement I am not relying upon any oral or written representations or statements made by the University or any one for whom the University is in law responsible, with respect to the safety of the Dive, except as is set out in this Agreement.
4. 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. 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.
5. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity. **For clarity, I confirm that I have read and understood this Agreement prior to signing it, 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, assigns and representatives may have against the University or any one form whom the University is in law responsible.**
6. **I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Agreement.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Participant or Guardian

\_\_\_\_\_  
Name of Participant or Guardian (printed)

\_\_\_\_\_  
Witness Signature & Printed Name