



LIABILITY RELEASE and INDEMNIFICATION & ACKNOWLEDGMENT OF RISK AGREEMENT

WARNING: PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. BY SIGNING YOU ALSO INDICATE THAT YOU UNDERSTAND THE RISKS ASSOCIATED WITH THE ACTIVITY, AND THAT YOU ARE AWARE THAT BY PARTICIPATING IN THE ACTIVITY YOU ARE BEING EXPOSED TO THE RISKS IDENTIFIED BELOW. YOU MAY WISH TO CONSULT A LAWYER BEFORE SIGNING THIS DOCUMENT

PERSONAL INFORMATION AND EMERGENCY CONTACT

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

DATE OF BIRTH: ____/____/____ **TELEPHONE #:** _____

EMERGENCY CONTACT: _____

EMERGENCY CONTACT TELEPHONE #: _____

EVENT INFORMATION

FIELD TRIP/EXCHANGE/EXCURSION: _____

DATES: From: _____ **To:** _____

LOCATION: _____

(City/Town, Province/State, Country) (Referred to as "this Event" throughout this document)

DISCLAIMER CLAUSE

Sir Sandford Fleming College, its departments and faculties, their officers, directors, employees, and representatives (hereinafter "the College") are not responsible for any injury, loss or damage to personal property, detention, imprisonment, illness, death or dismemberment arising out of any cause/nature whatsoever, sustained by any person while participating in this Event.

Initials: _____

ASSUMPTION OF RISKS AND RESPONSIBILITIES

I acknowledge that this Event involves inherent risks, dangers, hazards, and may expose me to potential liabilities (e.g. lawsuits, fines, etc.). I fully understand and agree to assume the following risks that may result in personal injury, death, loss of or damage to personal property/belongings, legal expenses and other losses arise from, but are not limited to:

1. Transportation by aircraft, train, bus, public/private motor vehicle to and from this Event, and various locations to be visited as part of this Event.
2. Street crime, armed robberies, carjacking, rape, credit card fraud, and diseases not common in Canada.
3. Treatment at Medical facilities in jurisdictions where the standard of the medical facility and medical treatment may be lower than that which is expected in Ontario.
4. Hazards resulting from military and/or terrorist activity, previous or present, such as unexploded land mines and munitions.

I fully understand and agree to assume the following responsibilities:

1. To obtain a valid Passport or other satisfactory proof of residency as accepted for entrance into and exit from above noted location.
2. To maintain a high level of personal security awareness, monitor local news reports closely, and avoid large crowds or gatherings.
3. To be particularly cautious when leaving banks and automated teller machines.
4. To learn as much as possible about the risks of the venture, to weigh those risks against the advantages, and to decide whether or not to participate.

Initials: _____

MEDICAL/HEALTH & TRAVEL INSURANCE

1. I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health insurance including out of province medical coverage. In the event of a medical/health problem, the College accepts no responsibility for any costs associated with a medical/health problem nor will it pay for any medical/health expenses, which may be incurred by me.
2. I AM SOLELY RESPONSIBLE to select and purchase adequate travel insurance. The travel insurance should provide coverage against theft, personal accident, personal liability, repatriation, and cancellation of tickets. The College accepts no responsibility for any costs associated with these types of problems nor will it pay expenses that may be incurred by me relating to these areas.

I freely accept and assume all responsibility to provide myself with medical/health and travel coverage.

Initials: _____



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the College allowing me to participate in this Event, I agree as follows:

1. TO RELEASE THE COLLEGE from any and all liability from setbacks or course incompleteness, from any and all liability from any loss, damage, injury I may sustain, or expense I may incur, as a result of my participation in this Event, including, but not limited to:
 - the service of any train, vessel, carriage, aircraft, bus, motor vehicle or other conveyance which may be used in my participation in this Event. Neither will the College assume any liability for any injury loss, accident or delay which may be occasioned by reason of any defect in any vehicle or through the act, error, neglect, negligence or default of any company or person engaged in conveying myself during participation in this Event;
 - any cancellation, injury, loss accident or delay occasioned by the proprietor, employee, or service of any hotel, hostel or other type of accommodation used by me during participation in this Event;
 - for any injury, illness, or death that I may sustain, which are related to or caused by consumption of alcohol or other drugs while traveling and participating in this Event.
2. TO HOLD HARMLESS AND INDEMNIFY THE COLLEGE and its respective directors, officers, agents, contractors, employees, volunteers, representatives from any and all claims, demands, actions and costs which might arise out of my participation in this Event and all related activities, including any activities undertaken during my free time, for any damage to the property of, or personal injury to, any third party (including other participants or supervisors of this event).

FREE TIME: I will assume full responsibility for activities that I engage in during any and all times of this Event when I am not involved in formal course work. Due to the nature of the location of this Event, I will use the buddy system whenever possible. I also recognize that I am a representative of the College while on this Event whether I am conducting course work or on free time and my conduct will reflect this representation at all times.

ACKNOWLEDGEMENT:

I ACKNOWLEDGE that I have read and understood this agreement; that I appreciate and accept the risks associated with this Event; that I am waiving legal rights which I or my heirs, next of kin, executors, administrators, and legal representatives may have against the College; and that I have executed this agreement voluntarily.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives in the event of my death or incapacity. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the College other than what is set forth in this agreement.



THIS DOCUMENT MUST BE WITNESSED BY A DESIGNATED STAFF MEMBER OF SIR SANDFORD FLEMING COLLEGE.

SIGNED THIS _____ day of _____, 20____.

Participant (Print name)

Participant's Signature

Witness (Print name)

Witness' Signature