

RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY, AND ASSUMPTION OF RISKS AND RESPONSIBILITY

TRAVEL FORM

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

PLEASE READ CAREFULLY!

Student's Name: _____

Student Number: _____

Permanent Address: _____

Telephone: _____

Email: _____

In consideration of The Sir Sandford Fleming College of Applied Arts and Technology ("**Fleming College**") permitting the student named above ("**I**" or "**me**" or "**my**") to travel and/or conduct study abroad to:

1. **Course Name:** _____
2. **Full Address of Location:** _____
3. **Exact Date(s) of Travel:** _____

(the "**Travel**") and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

ASSUMPTION OF RISKS

I am aware and understand that I will be in surroundings different from those at Fleming College and I may be exposed to potential risks to my person and possessions. The Travel may involve certain inherent risks, dangers and hazards including, but not limited to the hazards of traveling by air, automobile or other means, the forces of nature and weather, accidents or injuries, treatment at medical facilities, as well as exposure to laws, customs and practices that I may not be accustomed to. Further, I understand that I may be exposed to risks associated with, but not limited to, violence, crime, acts of terrorism and negative social experiences.

I freely and voluntarily agree to participate in the Travel and I accept and assume all such risks, dangers and hazards.

ASSUMPTION OF RESPONSIBILITIES

I am aware and understand that it is my responsibility to abide by all applicable Fleming College policies and adhere to the information and travel warnings outlined in the most recent and current travel advisories available. I also understand that it is my responsibility to be informed of and abide by the laws of the jurisdiction I am in. I acknowledge that Fleming College cannot accept responsibility for the acts or omissions of any entity or individual including the operators, providers of food services and accommodation, and any medical treatment required.

I understand that I am solely responsible for ensuring I have adequate health, medical, dental, property and workplace accident/injury insurance. I fully assume all costs, risks, dangers and hazards and the possibility of personal injury, death, property damage, expense and other loss, delay or inconvenience.

I understand that my participation in the Travel may include periods of time when I am not under the supervision of Fleming College staff or faculty, including but not limited to free time, independent exploration, and overnight stays. I assume full responsibility for my conduct and safety during the Travel. I further understand that the Travel is considered to be underway from the time of my departure until my return, encompassing all scheduled activities, free time, and overnight accommodations.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY

In consideration of Fleming College permitting me to participate in the Travel, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS, including but not limited to all actions, lawsuits, losses, demands, damages, costs, or expenses, that I have or may have in the future against Fleming College, its affiliates, directors, officers, employees, agents, contractors, volunteers, Board of Governors, representatives, successors, and assigns (all of whom are referred to collectively as the "Releasees").
2. TO RELEASE FLEMING COLLEGE AND ALL OTHER RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer arising out of or attributable to my participation in the Travel, due to any cause whatsoever, directly or indirectly, including without limitation the negligence of Fleming College or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under legislation or otherwise. I covenant not to make or bring any such claim against Fleming College or any other Releasee, and forever release and discharge Fleming College and all other Releasees from liability under such claims.
3. TO DEFEND, HOLD HARMLESS AND INDEMNIFY FLEMING COLLEGE AND ALL OTHER RELEASEES from any and all liability for any damage to property of, or personal injury to, or costs, any third party, resulting from my participation in the Travel.
4. THIS AGREEMENT shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns or representatives in the event of my death or incapacity.

CONSENT TO MEDICAL TREATMENT

I give consent and authority to Fleming College to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Travel. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge and hold harmless Fleming College from any claim whatsoever in connection with such treatment or other medical services.

PERSONAL INFORMATION

I agree to the collection, use and disclosure of personal information held by Fleming College, in accordance with applicable privacy laws, to my next of kin, my legal representative, or a Canadian official, in the event of my death, incapacity or compelling circumstances affecting my health and safety.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of Fleming College and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario and I hereby consent to the exclusive jurisdiction of such courts.

ACKNOWLEDGEMENT AND SIGNATURE

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT OF KIN), INCLUDING THE RIGHT TO SUE FLEMING COLLEGE AND THE RELEASEES.

Signature of Student

Witness of Student's Signature

Date

Date

If the Student is under 18 years of age, a parent or legal guardian is required to sign.

I am the parent or legal guardian of the minor student named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of Agreement.

Name of Parent or Legal Guardian: _____

Signature Parent or Legal Guardian: _____

Date: _____