

**ASSUMPTION OF RISKS & RESPONSIBILITIES, WAIVER OF CLAIMS, RELEASE
OF LIABILITY & INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT
TO SUE. PLEASE READ CAREFULLY!**

Participant Name (please print): _____

Address & Telephone: _____

Name/Location of Event: _____

Date of Travel: _____

ASSUMPTION OF RISKS AND RESPONSIBILITIES

I understand that the participation in this Durham College travel abroad activity is voluntary and will require me to be away from my home, family and the College campus. During this period, I understand that I will be in unfamiliar surroundings and will be exposed to potential risks to my person and possessions. This 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, as well as exposure to customs and practices of societies 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 understand that it is my responsibility to abide by all applicable Durham College policies and adhere to the information and travel warnings outlined in the most recent and current Advisories available. I also understand that it is my responsibility to abide by the laws of the host country and that violation of the laws of the host country, failure to abide by applicable College policies, procedures and Terms of Reference, will render this travel abroad engagement null and void. I acknowledge that Durham College cannot accept responsibility for the acts or omissions of independent agencies including the operators, providers of food services and accommodation, and any medical treatment required. I understand that I am responsible for ensuring I have adequate health, medical, dental, and property 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 resulting there from or from acts or omissions of Durham College, its directors, officers, employees, agents, volunteers and successors.

Durham College will endeavor to assist students abroad in the event of a war, terrorism, disruption in the host country, emergency or health risk. I understand however, that Durham College will not be responsible for my safety, well-being or any consequence of my detention or my inability to leave the host country and return to Canada. I understand that Durham College, through its appointed officers, can require my withdrawal or removal from the travel abroad activity, for reasons not limited to illness, risks within the host

In accordance with Section 39(2) of the Freedom of Information and Protection of Privacy Act, 1990, the personal information collected on this form is collected under the legal authority of the Ontario Colleges of Applied Arts and Technology Act, 2002 and may be used and/or disclosed for the purpose of organizing and/or administering approved student travel. If you have any questions about the collection, use and disclosure of your personal information by the College, please contact the Freedom of Information and Protection of Privacy Coordinator, 2000 Simcoe Street North, Oshawa, ON, L1C 0C5, 905.721.2000 ext. 3292.

country, or conduct unbecoming of a Durham College student and that in such circumstances, the College shall have the final decision in any determination concerning my withdrawal or removal. Should withdrawal or removal be due to my misconduct, any associated costs will be borne by me.

WAIVER OF CLAIMS, RELEASE OF LIABILITY & INDEMNITY

In consideration of Durham College allowing me to participate in the travel abroad activity, I hereby agree to waive any and all claims that I have or may have in the future against Durham College, its directors, officers, employees, agents and volunteers (all of whom will be hereafter referred to as "**Releasees**"), arising directly or indirectly from the event. Further, I agree to release, discharge and indemnify the Releasees from any and all liability for any loss, damage, injury or expense that I, my next of kin or any third party may suffer as a result of my participation in the above named event, including any wrongful act, omission, negligence, breach of contract, breach of any statutory or other duty of care, on the part of the Releasees.

I hereby agree to the collection, use and disclosure of personal information held by Durham College, in accordance with the Freedom of Information and Protection of Privacy Act, 2002, RSO 1990, c F.31, 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

I am aware that this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death or incapacity and that the terms of this document shall apply and have priority over any previous agreement or written agreement, representation, term or condition on the contrary. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario. Any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO VOLUNTARILY SIGNING. I AGREE TO BE BOUND BY ITS TERMS AND AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Participant:

Signature

Date

Witness:

Name (please print)

Signature

Date

This Agreement must be completed in full, signed, dated and witnessed before participating in the above identified travel on the above indicated date/s.

Please return completed form to the Office of Insurance and Risk Management

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