

DOUGLAS COLLEGE

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

If you are under 19 years of age when completing this form, please read below:

The initial boxes and signature spaces below must be completed by BOTH the applicant and his/her parent or legal guardian. Also, the Signature Witness must be someone other than the signing parent/legal guardian and who is at least 19 years of age.

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

Participant's Name
(hereinafter called "Participant")

(Telephone Number)

(Student Number)

(Street Address)

(City)

(Province)

(Country)

(Postal Code)

(Study Abroad Program Name)

(Study Abroad Program dates)

PREAMBLE

The Douglas College _____ (hereinafter called "Program") is a valuable educational opportunity, but it is not without potential risks, dangers, hazards and liabilities to all Participants. These include, but are not limited to, personal injury, death, property damage, delay or inconvenience, expense and other loss, and cancellation or curtailment of the Program itself. All persons taking part in the Program are required to accept these and all other risks as a condition of their participation. Douglas College, its instructors, employees, servants, agents, successors, administrators, assigns, and contractors (hereinafter referred to as Douglas College) will not accept any liability for injury, loss, damage or expense suffered by any Participant as a result of participation in the Program.

The information set forth in this agreement is intended to enable the Participant to better understand and accept the various risks involved. All Participants will be required to sign this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, which will release Douglas College from any future claims which might arise as a result of participation in the Program. All applicants should be aware that they are not required to participate in the Program to complete their diplomas or degrees.

STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE

I am in good physical and mental health except as described below:

and I am able to fully participate in the Program and make informed, objective decisions. I am or will be covered by appropriate personal accident, medical and liability insurance coverage for the duration of the Program, or can and will personally pay for all costs and liabilities that I may incur by virtue of participation in the Program. I agree to obtain recommended vaccinations prior to departure from Canada.

UNDERSTANDING AND ACKNOWLEDGMENT OF RISKS

I understand and acknowledge that participating in the Program will involve risks to me, both anticipated and unanticipated, that could result in injury, disease, illness and death to me and others involved in the Program, and as well as damage to or loss of property. Potential risks may include but are not limited to: cuts, bruises, sprains, strains, burns, fractures, disease, illness, heat injuries, paraplegia, quadriplegia, brain injury, assault, physical and mental injury, and death which may arise from accidents or incidents associated with the Program or travel. In addition to the usual risks associated with travel, travelers outside North America are exposed to additional risks, dangers and hazards. These may include, but are not limited to: traffic accidents due to poor road and vehicle conditions, lack of motor vehicle safety practices, and poor transportation systems; tropical and communicable diseases from poor sanitation systems, lack of available medical treatment and tropical climate; injuries from tropical weather conditions and heat; injuries from crime and violence; exposures to dangerous insects or animals, political instability, threats of terrorism and harm to self. Medical facilities and treatment available outside North America may well be of a lower standard than what might be expected in Canada. In addition, large cities around the world have a significant crime rate.

The Program will be using the services of independent travel agents, airlines and local travel companies. Douglas College will not accept responsibility for the acts or failures of these independent agencies. The Program might not be completed or individual activities may be curtailed or cancelled due to weather, illness, violent disturbances or acts of terrorism, motor vehicle accidents, transportation problems, failure to perform on the part of the travel agents or airlines, problems relating to customs, immigration or visa requirements, or other circumstances either within or beyond the control of Douglas College, including acts, errors, or omissions of Douglas College, including negligence of Douglas College; acts, errors, or omissions, including negligence of other participants; the Participant's own acts, errors, or omissions including negligence.

I understand and acknowledge the risks noted above - (initial box): ()

ACCEPTANCE OF PERSONAL RESPONSIBILITY

All participants in the Program will be required to attend orientation and safety lectures on potential risks, dangers and hazards, including those described above. There will also be an orientation and discussion of expected participant behaviours aimed at minimizing individual and collective risk exposure. It is the responsibility of each Participant in the Program to learn as much as possible about the risks of the Program and travel, to weigh those risks against the advantages of their participation in the Program, and to decide whether or not to participate. Douglas College cannot and will not assume liability in respect of any of these risks, dangers, hazards, and liabilities. Douglas College accepts no responsibility and assumes no liability with respect to any academic, vocational, medical, financial or tax advice received by a Participant considering the Program. If, during the Program, the Participant does not fully understand or does not have complete confidence in, the Participant's abilities in the completion of any procedure, activity or task that the Participant is about to engage in, it is solely the Participant's responsibility to ask the instructor any questions and require that the instructor further explain or clarify. I agree it is my sole responsibility to refuse to proceed with any activity, procedure or task that I am uncomfortable with or feel unsafe doing.

I will take ultimate responsibility for any personal items I take overseas even though there may be times I entrust the care of my valuables to someone else. I will not hold Douglas College, its employees or agents responsible for any of my lost/damaged/stolen items. Insurance coverage for personal items is optional and solely my responsibility.

If the Program involves a practicum placement, I understand that Worker's Compensation Board coverage does not extend to practicum placements done outside of British Columbia and therefore to the Program.

I understand and accept the personal responsibilities listed above - (initial box): ()

ACCEPTANCE AND ASSUMPTION OF RISK

I am aware that the Program involves risks, dangers, hazards and potential liabilities including, but not limited to those referred to in this agreement as well as those not specifically described herein, whether anticipated or unanticipated. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage, or loss, resulting there from. I am or will be covered by appropriate personal accident, medical and liability insurance coverage for the duration of the Program, or can and will personally pay for all costs and liabilities that I may incur by virtue of participation in the Program. I agree to obtain recommended vaccinations prior to departure from Canada.

I accept and assume all risks both listed and not specifically described - (initial box): ()

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Douglas College allowing my participation in the Program, I agree as follows:

- a. To waive, release, and forever discharge Douglas College from any and all manner of action, causes of action, suits, demands, debts, contracts, claims, damages, interest, costs, and expenses, that I have, or may in the future have against Douglas College as a result of any loss, injury, disease, illness, death, and damage that I may suffer, by reason of or arising out of or, in any way connected with or resulting from participation in the Program, due to ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, by Douglas College.
- b. To indemnify Douglas College and hold Douglas College harmless from all costs and expenses, including legal fees, incurred by Douglas College or on Douglas College’s behalf, in defending or in connection with any claim, action or proceeding which may be brought against Douglas College for any reason resulting from my participation in the Program.
- c. To agree, promise, and covenant not to sue, or assert any claim against Douglas College for any reason whatsoever arising from or in any way connected with my participation in the Program or from any claim brought against me by other participants or third parties.
- d. That this agreement shall be effective and binding upon my heirs, executors, administrators, assigns and representatives.
- e. That 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
- f. Any litigation involving 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.

I understand and hereby release Douglas College from all liability, waive all claims against Douglas College and agree to indemnify Douglas College as listed above - (initial box): ()

ACKNOWLEDGMENT AND ACCEPTANCE OF THE EFFECT OF THIS AGREEMENT: I have read and understand this agreement and agree that by signing this document I have given up certain legal rights which I or my heirs, executors, administrators, assigns and representatives may have against Douglas College. In entering into this agreement I am not relying upon any oral or written representations or statements made by Douglas College with respect to the safety or value of the Program. I understand that I have the right to seek legal advice before executing this agreement.

Signed this _____ day of _____, 20____. _____ / (_____)
PARTICIPANT SIGNATURE PARENT/LEGAL GUARDIAN SIGNATURE

WITNESS SIGNATURE

PRINT WITNESS NAME

WITNESS ADDRESS & TELEPHONE NUMBER

This agreement must be completed in full, signed, dated, witnessed and all boxes must be initialled by the Participant before the Participant may begin the Program.