

TO: THE GOVERNORS OF THE UNIVERSITY OF CALGARY**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT****WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE.****PLEASE READ CAREFULLY!**

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

EMAIL ADDRESS OF PARTICIPANT: _____

NAME/TITLE OF TRIP: _____

(referred to as "this Trip" throughout this agreement)

LOCATION(S) OF TRIP: _____

(referred to as "this Location" throughout this agreement)

DATE(S) OF TRIP: From: _____ To: _____

PREAMBLE:

This Trip is an exceptional educational/working opportunity, but it is not without certain risks, dangers, hazards and liabilities to all participants. These include, but are not limited to, personal injury, death, property damage, expense and other loss(es), delay or inconvenience and **this Trip's** cancellation or curtailment. All participants taking part in **this Trip** are required to accept these and other risks as a condition of their participation in this program. The Risks set forth below are intended to enable participants to better understand the various risks involved in **this Trip**.

NOTE: Please consult with your physician regarding any pre-existing physical or mental health conditions you may have, that may affect your participation in this Trip.

ASSUMPTION OF RISKS:

I am aware that there are further risks mentioned in the most current **Government of Canada - Travel Advisory(s)**, which I am required to read as a condition of my participation in **this Trip**.

I have read and understood the **Government of Canada - Travel Advisory(s)** for **this Location(s)** which indicates it was **Last Updated on:** _____.

I have read and understood the **International SOS Travel Restrictions for this Location(s)** on the following **date:** _____.

There are inherent risks, dangers and hazards to which I may be exposed to while participating in **this Trip**. I understand that it is my responsibility to be informed about the inherent risks in **this Trip** and to take appropriate precautions to avoid risks and dangers. Risks include, but are not limited to:

Any manner of harm, injury, illness, death or property damage suffered by or resulting from:

- Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water;
- Use, misuse, non-use and failure of any equipment;
- Travel by motor vehicle, watercraft, aircraft or any other means of transportation resulting in accidents, injuries or delays, poor road conditions, etc.;

- Medical facilities in **this Location** may be of a lower standard and/or may not be available or easy to access;
- Diseases that might not be common in Canada or that the traveler may not be familiar with or vaccinated against;
- Contact with wildlife, domestic or production animals that may carry diseases and parasites or whose behaviour may result in injuries to the traveler;
- Different environmental and weather conditions;
- The laws of **this Location** may be significantly different than those in Canada;
- The crime rate and criminal activity may be significantly higher or different than in Canada;
- Risks resulting from political unrest, government, military and/or terrorist activity, previous or current; and
- The possibility that **This Trip** may be cancelled or not be completed or individual activities may be curtailed or cancelled, due to weather, flooding, illness, political disturbances, terrorism, vehicle accidents, transportation problems, failure to perform on the part of the travel agents, guides, airlines or transportation companies, problems relating to customs, immigration or visa requirements, or other circumstances either within or beyond the control of the University of Calgary.

Any manner of harm, injury, illness, death or property damage suffered by or resulting from an outbreak or increased cases of an Infectious Disease, Bacterial or Viral, including COVID-19 resulting in:

- Enactment of government regulations restricting travel inside or outside of this country or my ability to leave, travel through or return to any country including Canada. I understand that these regulations can be imposed or changed suddenly and that international transportation options could be reduced significantly, making it hard for me to travel or return to Canada. I also understand that the Government of Canada does not have plans to offer further repatriation flights;
- My inability to obtain appropriate medical assistance including lack of access to medical facilities or medications to treat any illness or condition that I may have;
- My inability to obtain essential products and services;
- My insurance not covering my travel or medical expenses;
- Canadian consulates or embassies limiting their capacity to offer services;
- Penalties, fines, criminal charges, imprisonment, etc. caused by my failure to comply with local or national regulations relating to an outbreak (whether known to me or not), including, but not limited to, requirements to wear protective equipment, self-isolate or quarantine;
- Increased costs which may include, but are not limited to, extending or cancelling my accommodations, escalated cost of travel or food, loss of non-refundable fees or expenses or any portion thereof. **I understand that the University of Calgary will not be responsible for any additional costs related to taking this Trip and that those costs are mine alone.**

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **The Governors of the University of Calgary** allowing my participation in **this Trip**, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against **The Governors of the University of Calgary** and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");
2. TO RELEASE THE 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 as a result of my participation in **this Trip** due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, RSA 2000 c. 0-4 AS AMENDED ON THE PART OF THE RELEASEES;

_____ (Initial here that you have read paragraph 2.)

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in **this Trip**;

4. I understand that the **Government of Canada** has issued a **Travel Advisory** or formal notice for **this Location** that indicates to **AVOID ALL TRAVEL or AVOID NON-ESSENTIAL TRAVEL**. The University does not require nor recommend that I travel to this location. I further understand that any or all types of University insurance and my personal insurance (including health, mortgage, life, disability, travel, etc.) may be voided when I travel to **this Location** due to this warning. I agree that it is my responsibility to review all insurance that would apply to me and make an informed decision regarding whether or not I will travel to **this Location**.

5. I understand that it is my responsibility to learn as much as possible about the risks of **this Trip** and to weigh those risks against the advantages, and to decide whether or not to participate.

6. The University of Calgary and/or myself may be using the services of independent travel agents, travel guides and transportation companies. I understand and accept that the University of Calgary cannot accept responsibility for the conduct of these independent agencies.

7. THAT if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(s) in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment.

_____ (Initial here that you have read paragraph 7.)

8. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

9. This Waiver shall be governed by and construed in accordance with the laws in force in the province of Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to **this Trip** and this Waiver and the parties hereby attorn to the jurisdiction of Alberta courts.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, _____.

SIGNATURE OF PARTICIPANT

WITNESS SIGNATURE (Non Family Member)

WITNESS NAME (please print)

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and the paragraph Assumption of Risks must be completed including paragraphs 2 and 7 must be initialed before the participant may participate in this Trip.