

Mount Allison University (Mt. A): 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.

Full Name (*as on passport*):

Mt. A Email Address:

Mt. A ID:

International Activity: (*Referred to as “this Trip” throughout this agreement.*)

Location(s): City/Country (*Referred to as “this Location” throughout this agreement.*):

Trip Dates: (*mm/dd/yyyy*) From ___/___/___ to ___/___/___

PREAMBLE:

Mount Allison University (also referred to as “Mt. A” throughout this agreement) offers exceptional International activities involving international travel, but these activities involve certain risks, dangers, hazards and liabilities for all participants. These risks include, but are not limited to, personal injury, death, property damage, expense and other loss, delay and inconvenience, and trip cancellation or curtailment. All individuals taking part in an International Activity through Mt. A are required to accept any liability or risk of injury, loss, damage or expense sustained as a result of their participation in these activities as their own. To that end, each participant is required to complete this waiver, which releases Mount Allison University, and persons associated with it, from any claims which might arise from their participation in any Mt. A International Activity.

1. DEFINITIONS

- 1.1 In this agreement:
 - 1.1.1 The term the “**participant**” shall apply to the student who is applying for and participating in the International Activity, which is the subject of this agreement.
 - 1.1.2 The term “**this trip**” shall refer to the International Activity herein applied for by the participant.
 - 1.1.3 The term “**this location**” shall refer to the City/Country wherein the participant travels as part of their chosen International Activity.
 - 1.1.4 The term the “**Released Parties**” shall refer to Mount Allison University, its directors, officers, employees, agents, representatives, successors or assigns.
 - 1.1.5 The Term the “**Risks**” shall refer to the risks enumerated in sections 2.1, 2.2 and 2.3 of this agreement.

2. ASSUMPTION OF RISKS

- 2.1 I am aware that participating in this trip involves inherent risks, dangers and hazards to which I may be exposed. I understand that it is my responsibility to be informed about the inherent risks in this Trip and to take informed 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:
 - 2.1.1 Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water;
 - 2.1.2 Use, misuse, non-use and failure of any equipment;

- 2.1.3 Travel by motor vehicle, watercraft, aircraft or any other means of transportation resulting in accidents, injuries or delays, poor road conditions, etc.;
- 2.1.4 Medical facilities in **this Location** may be of a different standard than accustomed to and/or may not be available or easy to access;
- 2.1.5 Diseases that might not be common in Canada or that the traveler may not be familiar with or vaccinated against;
- 2.1.6 Contact with wildlife, domestic or production animals that may carry diseases and parasites or whose behaviour may result in injuries to the traveler;
- 2.1.7 Different environmental and weather conditions;
- 2.1.8 The laws, gender and sexuality norms, and cultural expectations of **this Location** may be significantly different than those in Canada;
- 2.1.9 The crime rate and criminal activity may be significantly higher or different than in Canada;
- 2.1.10 Risks resulting from political unrest, government, military and/or terrorist activity, previous or current; and
- 2.1.11 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, partner institutions, airlines or transportation companies, problems relating to customs, immigration or visa requirements, or other circumstances either within or beyond the control of Mount Allison University.

2.2 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:

- 2.2.1 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 might not offer repatriation flights;
- 2.2.2 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;
- 2.2.3 My inability to obtain essential products and services;
- 2.2.4 Canadian Consulates, Embassies, or High Commissions limiting their capacity to offer services;
- 2.2.5 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;
- 2.2.6 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.

2.3 If you are traveling for an exchange, a study abroad program or completing a Letter of Permission, there are risks that may impair or prevent full transfer of academic credit for my studies.

- 2.3.1 I understand that my host university may cancel or suspend classes during the term, due to reasons beyond the host university's or Mount Allison University's control and that this may impair or prevent full transfer of academic credit.

In addition to the risks enumerated in this section, 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 understand the Government of Canada - Travel Advisory for this Location which indicates it was Last Updated on: (mm/dd/yyyy) ___/___/___** **Please Initial: _____**

I understand that the Risks may result or be compounded by the actions, omissions or negligence of Mount Allison University, its Regents, officers, employees, students, student organizations, residence staff, agents, volunteers and independent contractors.

Notwithstanding this, I hereby agree, voluntarily, to assume all Risks, dangers, hazards and liabilities, enumerated in this section and including but not limited to personal injury, death, property damage, expense, course and trip cancellation or interruption, and any other loss, delay or inconvenience, which may occur during or as a result of my participation in **this Trip**.

Please Initial: _____

3. RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration for the approval of **Mount Allison University** for my participation in **this Trip**, I hereby agree:

- 3.1 **TO WAIVE** any and all claims that I have or may in the future have against Mount Allison University, its directors, officers, employees, agents, representatives, successors or assigns (“the Released Parties”), which may arise during or as a result of my participation in **this Trip**;
- 3.2 **TO RELEASE** the Released Parties from any and all liability for any loss, damage, injury or expense that I, my next of kin, or anyone else may suffer, during or as a result of my participation in **this Trip**, due to any cause whatsoever, including without limitation: negligence, breach of contract, or breach of any statutory or other duty of care, or any defect or failure of equipment, product or service owned, operated, used or provided by the Released Parties or any third party;
- 3.3 **TO HOLD HARMLESS AND INDEMNIFY** the Released Parties from any and all liability for any damage to property of, or personal injury to, any third party which I may cause or to which I may contribute during or as a result of my participation in **this Trip**;
- 3.4 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.
- 3.5 That I have reviewed Mt. A’s International Travel and Safety Policy and understand that it is my responsibility to abide by all Mt. A policies and procedures, as well as all laws of the host country/countries.
- 3.6 Mount Allison University and/or myself may be using the services of independent travel agents, travel guides and transportation companies. I understand and accept that Mount Allison University will not accept responsibility for the conduct, suitability, reliability, reputation or quality of the goods and services provided by any independent agencies or suppliers of goods and/or services connected with **this Trip**, such suppliers including institutions, transportation carriers, hotels, consultants, and homestay families.
- 3.7 Mount Allison University is not responsible for any personal injury to or loss of life to me or loss or damage to property that may be caused or contributed by the act or omission of any supplier of goods and/or services in connection with **this Trip**.
- 3.8 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.
- 3.9 This agreement shall be effective and binding upon me, my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity. Should any of the provisions of this agreement, or portions thereof, be found to be invalid by any Court of competent jurisdiction, the remainder of this document shall nevertheless remain in full force and effect.
- 3.10 This Waiver shall be governed by and construed in accordance with the laws in force in the province of New Brunswick and the federal laws of Canada, as applicable. The courts of New Brunswick 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 New Brunswick courts. Should any of the provisions of this agreement, or portions thereof, be found to be invalid by any Court of competent jurisdiction, the remainder of this document shall nevertheless remain in full force and effect.

Please Initial: _____

4. GENERAL AGREEMENT

4.1 In entering into this agreement, I am not relying upon any oral or written representations or statements made by the Released Parties other than what is written in this agreement.

Please Initial: _____

4.2 I have had an opportunity to review this document with external advisors and obtain independent legal advice if I so choose.

Please Initial: _____

4.3 I understand this agreement may not be amended except in writing from Mt. A, and that no other amendment to, or oral interpretation of this agreement will be valid.

Please Initial: _____

4.4 I consent to the collection, use and disclosure of personal information by Mt. A for the purpose of facilitating any of Mt. A's acts or communications considered reasonably necessary as a result of my participation in **this Trip** or any events related thereto.

Please Initial: _____

4.5 I acknowledge my involvement in **this Trip** is voluntary and I have the right to refuse participation or to withdraw at any time from my duties, following a verbal or written notice, if I judge the level of risk too high for me.

Please Initial: _____



Mt. A International Activity – Participant’s Agreement

I have carefully read and fully understand this agreement, and I am aware that by signing it I am giving up certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and other representatives would otherwise have in relation to the Released Parties.

Name of Participant

Signature of Participant

Full Name of Witness

Signature of Witness

Date (mm/dd/yyyy)

IF PARTICIPANT IS UNDER 19 YEARS OF AGE AT THE TIME OF SIGNING THIS DOCUMENT, THEY MUST STILL SIGN ABOVE AND, IN ADDITION, THEIR PARENT OR LEGAL GUARDIAN MUST SIGN BELOW.

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

Name of Parent or Guardian

Signature of Parent or Guardian

Full Name of Witness

Signature of Witness

Date (mm/dd/yyyy)