



**INDEPENDENT SANCTIONED ACTIVITY
ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS,
AND INDEMNITY AGREEMENT**

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

Initials:

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

EMAIL ADDRESS OF PARTICIPANT: _____

NAME/TITLE OF ELECTIVE: _____
(referred to as "this Elective" throughout this agreement)

LOCATION(S) OF ELECTIVE: _____
(referred to as "this Location" throughout this agreement)

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

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

DISCLAIMER

The Board of Trustees of Queen's University, its officers, directors, agents, contractors, employees, volunteers, members and representatives (all hereunder collectively referred to as "the Released Parties") are not responsible for any injury, death, loss or damage of any kind sustained by any person while participating in **this Elective** and related activities of **this Elective** including injury, loss or damage. I am aware that participating in **this Elective** has some inherent risks.

PREAMBLE:

This sanctioned **Elective** is an exceptional educational/working opportunity, but it is not without certain risks, dangers, hazards and liabilities the participant. These include, but are not limited to, personal injury, death, property damage, expense and other loss(es), delay or inconvenience and **this Elective's** cancellation or curtailment. All participants taking part in **this Elective** 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 Elective**.

ASSUMPTION OF RISK

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 understand that by virtue of my participation or involvement in all activities related to **this Elective**, that I will be exposed to risks of loss including financial loss, severe injury or death. I acknowledge the existence of known risks and potential unknown risks through international travel which may result in the modification or cancellation of **this Elective**. These include illness, political disturbances, transportation problems, a lack of medical personnel or medical facilities to treat injuries or illnesses, standards of criminal justice, problems with customs, immigration or visa requirements or other circumstances beyond the control of the Released Parties. Other risks may include, but are not limited to the following:

- **ILLNESS:** the risk of bodily injury, illness and/or exposure to infectious diseases including but not limited to MRSA, influenza, COVID-19 and/or other communicable diseases, which cannot be eliminated notwithstanding the care and precautions taken by the University to mitigate against such risks;

NOTE: This agreement must be completed in full, signed, dated, witnessed, and must be initialed where indicated before the participant may participate in the elective.

- Falls to the ground due to uneven or irregular terrain or surfaces and Spinal cord injuries which may render me permanently paralyzed;
- Injuries resulting from contact, collisions or malfunctioning structures and equipment;
- Travel by motor vehicle, watercraft, aircraft or any other means of transportation resulting in accidents, injuries or delays, poor road conditions, etc.;
- Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- Being struck by other participants, spectators, equipment or vehicles;
- Potential for bone and muscular skeletal injury, such as sprains and strains; episodes of light headedness, fainting, chest discomfort, leg cramps and nausea;
- Potential for burns;
- Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water;
- Diseases not common in Canada;
- Contact with wildlife domestic or production animals that may carry diseases and parasites or whose behaviour may result in injuries to the traveller;
- Different environmental and weather conditions than those in Canada;
- The laws of **this Location** may be significantly different than those in Canada;
- The medical facilities in **this Location** may well be of a lower standard than what might be expected in Canada;
- A significantly higher crime rate than Ontario or Canada and criminal activity may be a significant problem;
- Hazards resulting from political unrest, military and/or terrorist activity, previous or present

I have been advised that I am responsible for obtaining any visas or permits that may be necessary with regard to **this Elective**. Further, I am responsible for obtaining any vaccinations or inoculations that are recommended or require by the government of **this Location** in which I will be traveling or by the Canadian Government for persons entering Canada from a foreign country.

I am 19 years of age or older, in good health and appropriate physical condition for travel, and I am not suffering from any physical or mental condition that might be aggravated by my participation in **this Elective** or that might pose danger to myself or others while I am engaged in **this Elective**.

I acknowledge that while this activity is associated with and organized by my academic institution, there is NO liability insurance coverage for Participants for alleged negligence arising out of or related to acts of war or hostilities (whether war be declared or not).

I acknowledge that while this activity is associated with and organized by my academic institution, I am responsible for organizing the appropriate medical-legal coverage (e.g. medical malpractice insurance) as required by the host institution for participating in clinical and non-clinical work. The coverage that exists in Canada does not cover any liability outside of the country.

I understand that travel and flight arrangements to and from **this Location** organized by myself and not my academic institution.

I acknowledge that it is my responsibility to learn as much as possible about the risks associated with **this Elective**.

I freely accept and fully assume all 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, including negligence of the Releasees.

Initials:

I understand that I am solely responsible for my own health, accident, medical malpractice, personal liability and property insurance.

Initials:

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **the Released Parties** allowing me to voluntarily participate in the **Elective**, I hereby agree as follows:

1. RELEASE AND WAIVE as against **the Released Parties** any and all losses, liabilities, damages, injuries including death, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, howsoever arising out of or in connection with my participation in the **Elective**.

_____ (initial here that you have read paragraph)

2. I shall indemnify and hold harmless the Released Parties from any and all losses, liabilities, damages, injuries, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the **Occupiers Liability Act, RSO 1990 c.o.2.**, as amended, on the part of the released parties, howsoever arising out of or in connection with my voluntary participation in **this Elective**.
3. This Agreement is governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. This Agreement survives termination of my participation in **this Elective**. This Agreement cannot be modified or interpreted except in writing by Queen's University and no oral modification or interpretation is valid.
4. This Agreement ensures to the benefit of and is binding upon me, my heirs, next of kin, executors, administrators, representatives, successors and assigns.
5. I understand that it is my responsibility to learn as much as possible about the risks of **this Elective** and to weigh those risks against the advantages, and to decide whether or not to participate.
6. This Waiver shall be governed by and construed in accordance with the laws in force in the province of _____ and the federal laws of Canada, as applicable. The courts of _____ shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to **this Elective** and this Waiver and the parties hereby attest to the jurisdiction of _____ courts.

ACKNOWLEDGEMENT

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 set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY VOLUNTARILY 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.

Signed this _____ day of _____, 20_____

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

PRINT NAME OF PARTICIPANT

PRINT NAME OF WITNESS

Privacy: Personal information in connection with this form is collected under the authority of *The Queen's Royal Charter of 1841, as amended* and will be used for the purpose of administering your participation in **this Trip** and related purposes. If you have any **questions about the collection, use and disclosure** of your personal information by Queen's University, please contact: Queen's University, Records Management and Privacy Office, Suite F300 Mackintosh-Corry Hall, 68 University Avenue, Kingston, Ontario, K7L 3N6, 613-533-6095

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