

UFV Study Tours Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

By signing this document you will waive certain legal rights, including the right to sue.

PLEASE READ CAREFULLY!

PREAMBLE

The Study Tour Program is an exceptional educational 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, delay or inconvenience, and course cancellation or curtailment. All persons taking part in the Study Tour are required to accept these and other risks as a condition of their participation in this venture. University of the Fraser Valley and the country hosts will not accept any liability for injury, loss, damage or expense sustained as a result of any person's participation in the Study Tour Program (the 'Program').

The Statement of Risks set forth below is intended to enable participants to better understand the various risks involved in the Program. All Program participants will be required to sign the Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement set forth below, which will release University of the Fraser Valley and the country hosts, and their representatives, from any future claims which might arise as a result of the applicant's participation in the Program.

STATEMENT OF RISKS

The Program involves the risks, dangers and hazards to which all international travellers are exposed. These include, but are not limited to, a sometimes unreliable transportation system, diseases, and different political systems. The medical facilities may be of a different standard than what might be expected in Canada. AIDS is a serious health risk throughout the world and in many countries around the world, there is potential for crime.

The Program will be using the services of independent travel agents, buses and airlines. University of the Fraser Valley and the country hosts cannot accept responsibility for the conduct of these independent agencies. It is always possible that the Program might not be completed, or that individual courses or activities may be curtailed or cancelled, due to weather, illness, political disturbances, terrorism, motor vehicle or transportation accidents, transportation problems, political or ethnic violence, 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 University of the Fraser Valley or the country hosts. Although University of the Fraser Valley has made every reasonable effort to assure the safety of participants in the Program, that there are unavoidable risks in travel overseas.

Initials: _____

All participants in the Program will be required to attend orientation and safety lectures on these and other risks and on the student behaviour required to minimise risk and disruption during the course of the Program. It is the responsibility of each participant of the Program to learn as much as possible about the risks of the venture, to weigh those risks against the advantages, and to decide whether or not to participate. University of the Fraser Valley and the country hosts, and their professors, instructors and support personnel for the Program cannot and will not assume liability in respect of any of these risks, dangers, hazards and liabilities. University of the Fraser Valley and the country hosts accept no responsibility and assume no liability with respect to any academic, vocational, medical, financial or tax advice received by a participant concerning the Program.

Please read the following very carefully as your signature on this document indicates your understanding and acceptance of the terms of this document.

Institutional Arrangements

A. I understand that the University of the Fraser Valley does not represent or act as an agent for, and cannot control the acts or omissions of, the Sponsoring Institution, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods and services involved in the Program. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University of the Fraser Valley and its officers, employees, and agents from any injury, loss, damage, accident, delay or expense arising out of such matters.

B. I understand that while the Sponsoring Institution will attempt to maintain the Program as described in its publications and brochures, it may change the Program, including the itinerary, travel arrangements and accommodations, at any time and for any reason, with or without notice to the University of the Fraser Valley. Neither the University of the Fraser Valley, nor the officers, employees or agents (any or all of them) shall be responsible or liable for any expenses or losses that I may sustain because of these changes.

C. I understand that UFV is not in any way responsible for my well being with respect to any travel destinations beyond those specifically required under the Program that I may choose to undertake before, during, or after the Program.

Health and Safety

A. There are no health-related reasons or problems which preclude or restrict my participation in the Program.

B. I have health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Program. By my signature below I certify that I have confirmed that my health care coverage will adequately cover me while inside and outside of Canada and hereby release UFV, and the officers, employees or agents for any and all of them, from any responsibility or liability for expenses incurred by me for injuries or illnesses (including death) occurring during and/or arising from the Program, that I may incur because of those injuries or illnesses.

C. University of the Fraser Valley and the Sponsoring Institution may, but is not obligated to, take any actions regarding my health and safety that it considers to be warranted under the circumstances. I agree to pay all expenses relating thereto and release the University of the Fraser Valley from any liability for any such actions.

Initials: _____

Standards of Conduct

A. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior that violates those laws or standards could harm University of the Fraser Valley's and the Sponsoring Institution's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.

B. I also will comply with University of the Fraser Valley's and Sponsoring Institution's rules, standards, and instructions for student behavior. I waive and release all claims against the University that arise at a time when I am not under the direct supervision of the University of the Fraser valley or that are caused by my failure to remain under such supervision or to comply with such rules, standards and instructions.

C. I agree that University of the Fraser Valley has the right to enforce the standards and conduct described herein, in its sole judgment, and that it may impose restrictions, up to an including removal and termination from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony and welfare of University of the Fraser Valley, the Program or other participants. I agree that, due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University of the Fraser Valley do not apply. If I am terminated from the Program, I consent to going home at my own expense with no refund of fees.

D. I will be responsible for any legal problems I encounter with any foreign nationals or government of the host country. The University is not responsible for providing any assistance under such circumstances.

Miscellaneous Legal Provisions

A. I agree that, should any provision or aspect of this Release be found to be unenforceable, that all remaining provisions of the Release will remain in full force and effect.

B. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this Release, I have the right to consult with the advisor, counselor, or attorney of my choice.

C. This Release represents my complete understanding with the University of the Fraser Valley concerning their responsibility and liability for my participation in the Program. It supersedes any previous or contemporaneous understandings I may have had with University of the Fraser Valley on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

Initials: _____

To UNIVERSITY OF THE FRASER VALLEY, and (*name of Host Institution*) _____, I, (*insert your full name here*) _____, am aware that the Study Tour Program involves many risks, dangers, hazards and liabilities including but not limited to those referred to in the PREAMBLE and STATEMENT OF RISKS set forth here. I freely accept and fully assume all such risks, dangers, hazards and liabilities and the possibility of personal injury, death, property damage, loss, expense or inconvenience resulting there from.

In consideration of UNIVERSITY OF THE FRASER VALLEY accepting my application to the Study Tour Program and allowing me to participate in the Program, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS, whether in contract or in negligence, that I have or may in future have against UNIVERSITY OF THE FRASER VALLEY and the country host (*insert your country host here*) _____ and their directors, officers, professors, instructors, employees, agents, support personnel and other representatives (all of whom are hereinafter collectively referred to as "the Releasees") as a result of my participation in the Study Tour Program;
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 the Study Tour Program, due to any cause whatsoever, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from my participation in the Study Tour Program;
4. THAT THIS AGREEMENT shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

Through my signature below, I hereby state that:

- I am nineteen (19) years of age or older;
- I have read and understood this Agreement prior to signing it;
- I 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.

I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this release; I have the right to consult with the adviser counselor, or attorney of my choice.

Signed this _____ day of _____ 200_____

Witness _____ Print Name _____

Your signature _____ Print Name _____

Study Tour Participant Code & Refund Policy

PARTICIPANT CODE FOR STUDY TOURS

A Study Tour is a unique academic opportunity in which the environment becomes the classroom and learning is not confined to reading texts or attending lectures. A Study Tour is exceptional because it takes place largely in a country and culture often far removed from the Canadian norm. The laws and legal system as well as modes of behavior, dress, cuisine, habits, expectations and styles of interpersonal communication are all likely to be markedly different from the Canadian experience.

All participants of a University of the Fraser Valley Study Tour must be a minimum of nineteen years of age. As such, all are legally adults and will be expected to conduct themselves accordingly. All participants will be seen as representatives of University of the Fraser Valley, and will be in close contact with colleagues from University of the Fraser Valley's partner institution overseas.

The University of the Fraser Valley has approved a "Student Code of Conduct". All members of the University of the Fraser Valley community are governed by the UFV Harassment Prevention policy. In a Study Tour situation, conduct requirements are more comprehensive. Any conduct which contravenes the laws of the host country, puts in jeopardy the safety of any participant of the program or member of the partner institution, seriously disrupts the delivery of the program, violates the rules and regulations established in good faith by the accompanying University of the Fraser Valley faculty member or representative, or detracts in a substantial way from the learning environment, will not be tolerated.

The University of the Fraser Valley faculty member or representative accompanying the Study Tour is the final authority for decisions related to participant conduct. The faculty member or representative has the authority, with grounds and without recourse to parties on the main university campus in Canada, to withdraw participants from the Study Tour program. If a participant is withdrawn from the Study Tour or leaves voluntarily, that participant must leave the group immediately.

If a participant is withdrawn from the Study Tour or leaves voluntarily, the balance of funds paid for participation in the Study Tour will not be refunded unless such refunds are returned to University of the Fraser Valley from the relevant vendor(s) overseas. There will be no refund of tuition or other academic or administrative fees. The affected participant is then personally responsible for all costs incurred as a result of early departure, and is personally responsible for organizing travel arrangements for return to Canada. University of the Fraser Valley and its representatives on the Study Tour accept no responsibility or liability for any participant who has left the program either voluntarily or by administrative withdrawal.

Application for, payment for, and participation in the Study Tour program, constitute acceptance of the terms of the Study Tour, including the academic content, length and location of the program, the terms of participant conduct as well as payment schedule, deadlines and amount.

REFUND POLICY FOR STUDY TOURS

Note that the refund policy applies equally to:

- students who apply for the Study Tour and decide not to go
- students who begin participation in the Study Tour and decide to return home early.

Note that the pre-departure orientation program is, without exception, mandatory. Students who do not participate in the orientation will not be allowed to participate in the Study Tour and will be refunded only that amount of money that can be feasibly returned to University of the Fraser Valley from hotels, travel agents, carriers, and agents and other participating businesses, or for tickets, accommodation, or other expenses for the Study Tour, less the \$200 deposit.

Study Tour applications must be accompanied by a \$200 deposit.

- If an applicant is not accepted into the Study Tour, the deposit will be returned in its entirety. Otherwise, the deposit is not refundable.
- Extenuating circumstances that would allow for a full refund would include proof of a personal, family or medical emergency submitted with a written request for the refund.
- An inability to raise sufficient funds for participation cannot be seen as an emergency.
- In exceptional circumstances, such as when proof is provided that an applicant is denied a student loan, it may be possible to refund 50% of the deposit.
- Once additional payments have been made, and before the Study Tour departs, these payments (over and above the deposit) will be returned upon withdrawal for valid reasons; valid reasons would include proof of a personal or family medical emergency. These payments will be returned less any costs that have been paid for airline tickets, accommodation, or other expenses for the Study Tour.
- Once additional payments have been made, and after the Study Tour and participants have departed for the international destination, payments (over and above the deposit) that can feasibly be refunded to the University will be returned upon withdrawal for valid reasons; these might include a personal or family medical emergency or early return due to a serious illness. These reasons do not include early return due to culture shock, homesickness, legal or academic discipline, criminal activity, or external events in the outside community that are beyond the control of the University of the Fraser Valley field school.

The undersigned has read the above and agrees with this Participant Code and Refund Policy and agrees to waive any rights to refunds.

Signed this day _____ of _____, 20 ____

Witness _____

Your signature _____

Your name _____