

PARIS STUDY TOUR 2011

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 **2011 PARIS** Study Tour 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 **PARIS** Study Tour are required to accept these and other risks as a condition of their participation in this venture. The University of the Fraser Valley, and its institutional partners and contracted guides in **PARIS**, will not accept any liability for injury, loss, damage or expense sustained as a result of any person's participation in the **PARIS** Study Tour (the 'Tour').

The Statement of Risks set forth below is intended to enable participants to better understand the various risks involved in the Tour. All Tour 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 the University of the Fraser Valley, its institutional partners, contracted guides, and the representatives of said institutions and organizations from any future claims which might arise as a result of the applicant's participation in the Tour. All applicants should be aware that most of the courses offered during the Tour are available on UFV "home" campuses.

STATEMENT OF RISKS

Tour participants may be subject to risks, anticipated and unanticipated, that could result in injury, disease, illness and death to participants and others involved in the Tour, 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 Tour or travel. The Tour involves the risks inherent in (international) travel. The majority of the Tour will take place in **PARIS**. There are risks, hazards and dangers to which all travelers to **PARIS** are exposed to. These include, but are not limited to traffic accidents due to a 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. Medical facilities and treatment available in **PARIS** and other cities in **PARIS** may well be of a lower standard than might be expected in Canada. Cities in **PARIS** may include a poor transportation system, diseases, and a different political system. AIDS is a serious health risk throughout the world; there are reported cases of AIDS in **PARIS**. **PARIS** is a relatively poor country, now rebuilding its economy, and there is a potential for crime.

The Tour will be using the services of independent travel agents, buses and airlines. The University of the Fraser Valley cannot accept responsibility for the conduct of these independent agencies. It is always possible that the Tour 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

Initials: _____

customs, immigration or visa requirements, or other circumstances either within or beyond the control of the University of the Fraser Valley.

All participants in the Tour will be required to attend orientation and safety lectures on these and other risks and on the student behaviour required to minimize risk and disruption during the course of the Tour. It is the responsibility of each participant of the Tour 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. The University of the Fraser Valley and its instructors and support personnel for the Tour cannot and will not assume liability in respect of any of these risks, dangers, hazards and liabilities. The University of the Fraser Valley and its instructors and support personnel for the Tour accept no responsibility and assume no liability with respect to any academic, vocational, medical, financial or tax advice received by a participant concerning the Tour. If, during the Tour, 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.

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 (referred to as UFV) does not represent or act as an agent for, and cannot control the acts or missions of the 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 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 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 Tour.
- 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 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, alcohol use and behaviour. I recognize that behaviour that violates those laws or standards could harm University of the Fraser Valley's relations with those countries, 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 rules, standards, and instructions for student behaviour. 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 cause 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 including removal and terminations from the Program, for violating these standards or for any behaviour 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 or 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.

**PARIS STUDY TOUR 2011
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
AND INDEMNITY AGREEMENT**

WARNING: BY SIGNING THIS, YOU GIVE UP THE RIGHT TO SUE.

TO: THE UNIVERSITY OF THE FRASER VALLEY

I, _____, am aware that **PARIS** Study Tour involves many risks, dangers, hazards and liabilities including but not limited to those referred to in the PREAMBLE and STATEMENT OF RISKS set forth above. 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 therefrom.

In consideration of the University of the Fraser Valley accepting my application to the **PARIS** Study Tour and allowing me to participate in the Tour, 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 the University of the Fraser Valley and its 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 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 Tour.
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 **PARIS** Study Tour, 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 **PARIS** Study Tour.
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.

I am nineteen (19) year 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 Releases.

If 18 years or under, student must have guardian sign the Waiver of Rights to Claim for Study Tours.

SIGNED THIS _____ DAY OF _____ 20____.

STUDENT SIGNATURE or PARENT/GUARDIAN PRINT NAME CLEARLY

WITNESS SIGNATURE PRINT NAME CLEARLY

Student Emergency/Medical Information

Name: (print) _____ Birth date: ___/___/19__

Student ID: _____

Address _____

Telephone: _____ Fax: _____ Student Number: _____

Medical Information (Care Card Number) _____

Medical conditions/allergies : _____

Family Doctor Name: _____ Telephone: _____

Emergency Contact: (Name) _____

Address: _____

Telephone: _____ Cell: _____ Email: _____