

**CONFIDENTIAL**

**AGREEMENT *Including, but not Limited to, Assumption of Risks, Waiver of Claims, Release of Liability, Indemnity, and Authorization to Obtain Medical/Emergency Services (hereinafter collectively called the “Agreement”), for Participation in a Field Trip (Associated with [COURSE NAME, NUMBER AND SECTION]) (hereinafter called the “Field Trip”)***

Please Note: By signing this Agreement, you will WAIVE CERTAIN LEGAL RIGHTS, including the RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT, and you will ACCEPT LEGAL OBLIGATIONS. *Please Read Carefully!*

**\_\_\_\_\_\_\_\_\_ (Initial here that YOU HAVE READ AND UNDERSTOOD THIS NOTICE)**

**OVERVIEW OF THE FIELD TRIP**: [Short description, including departure and return times, destination/ venue, activities involved]

**TO: THE BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY** (hereinafter called the “**University**”)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Participant’s Personal Information** | | | | | | | |
| **Name of**  **Participant:** | **(hereinafter the “Participant”)** | | | **Address:** |  | | |
| **Email Address:** | |  | | | | **Telephone #:** |  |
| **Name of Emergency Contact:** | | |  | | | **Telephone #:** |  |
| **Health /Medical /Allergy /Medication Issues About Which Field Trip Instructors Should Be Aware:** | | |  | | | | |

In consideration for being allowed to participate in the **Field Trip** **I hereby declare that I understand and agree as follows**:

**Assumption of Risks**

1. That participating in the **Field Trip** carries some risks, which can be mitigated by prudence, but which might nevertheless materialize in potentially harmful ways, including but not limited to:
   1. Damage or vandalism to, or theft or loss of personal property;
   2. Injuries or even death resulting from motor vehicle accidents occurring during travel to, at, or from the **Field Trip** site;
   3. [list other significant risks specific to the Field Trip, e.g. musculo-skeletal injuries, injuries to external and internal organs, concussions, paralysis resulting from damage to the spinal cord or nerves, abrasions, bruises, blisters or cuts in consequence of slips or falls or collisions or from equipment failure/misuse or other mishaps; exposure to biting and stinging insects and potentially dangerous animals, such as bears, wolves, and large ungulates – consult Director of Risk Management if necessary];
   4. An increased load on the heart due to physical exertion, which may result in dizziness, shortness of breath and, in extreme circumstances, may result in a heart attack.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 1)

**Waiver of Claims and Release of Liability**

1. **TO WAIVE ANY AND ALL CLAIMS** directly or indirectly connected to the **Field Trip** that I have or may have in the future against the **University**, including its members, officers, employees, students, agents, volunteers and independent contractors, including the **Field Trip** Instructor(s) (all of whom are hereinafter collectively referred to as "**the Releasees**");
2. TO RELEASE **THE** **RELEASEES** from any and all liability for any personal or property 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 **Field Trip, due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM, OR WARN ME OF, THE RISKS, DANGERS AND HAZARDS OF THE FIELD TRIP**;

\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraphs 2 and 3)

**Indemnity**

1. 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 **Field Trip**;

\_\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 4)

**Other**

1. That I will comply with all instructions of the **Field Trip** instructor(s) respecting the **Field Trip**, and that my failure to do so may result in my immediate dismissal from the **Field Trip** without compensation;

\_\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 5)

1. That I am **in good health and physical condition**, such that I will not be overtaxed by the physical demands of the **Field Trip**;
2. That if I suffer from allergies and/or disabilities that could in any way affect my full participation in the **Field Trip**  or pose risks to myself and/or others, it is my responsibility to inform the **Field Trip** instructor(s) confidentially but fully about them well in advance of the **Field Trip**;

\_\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 7)

1. That, if I need to be considered for accommodation for disabilities on the **Field Trip**, I must first comply fully with the **University’s** *Accommodations for Students with Disabilities Policy* and its related *Procedures*;

\_\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 8)

1. That I am responsible for looking after and ensuring that I have a sufficient supply of all my prescribed medications (for example, epipens) for the entire **Field Trip** and that I alone am responsible for administering them.

\_\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 9)

1. That, because the **Field Trip** is being undertaken in association with the **University** of which I am a student, my conduct will be subject to the **University’s** *Student Code of Conduct policies* (the “Code”) at all times during the **Field Trip**. Accordingly I understand that any misconduct in which I engage during the **Field Trip**, including but not limited to abuse of alcohol or drugs, may be prosecuted under the Code.

\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 10)

1. That it is my responsibility to ensure that I have adequate medical, personal health, dental, accident, and property insurance coverage, as well as supporting documentation (e.g. OHIP, Green Shield Cards), for all portions of the **Field Trip**, including coverage for physiotherapy and durable medical equipment (“DME”) for injuries that I may sustain while participating in the **Field Trip**;

\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 11)

1. That, apart from the services that the **Field Trip** organizers have expressly indicated in writing that they will provide me, and apart from the fees that I have paid to the said organizers for the said services, all travel arrangements and expenses and the acquisition of all necessary travel documents and permissions related to the **Field Trip** are my responsibility.

\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 12)

1. That the **University** will be under no obligation to do or pay anything on my behalf or reimburse me should I fail to comply with any of the **Field Trip’s** travel and other arrangements or with any of the terms of this **Agreement**;

\_\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 13)

1. That for the duration of the **Field Trip** it is advisable for me to carry copies of my passport and essential ID, as well as a small supply of cash, separate from my other valuables.
2. That it is my responsibility to ensure that I have proper equipment and clothing for the **Field Trip**;

\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 15

1. That, in the event of any illness or injury or other form of incapacity that I may suffer during the **Field Trip**, or of myunexplained or otherwise suspicious disappearance from the **Field Trip**, I hereby authorize the **University** and/or **Field Trip** instructor(s) to
   1. secure such advice and services, including medical and/or emergency advice and services, as they in their sole discretion may deem necessary for my health and safety and I shall be financially responsible for such advice and services; and
   2. collect, use, and disclose all my personal information, including my personal health information, that they in their sole discretion may deem necessary under the circumstances for my health and safety;

\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 16)

1. That the **Field Trip** instructor(s) and/or the **University** may make visual and/or audio recordings of me and may use these recordings solely for educational or promotional purposes in relation to the **Field Trip**, [Course Name & Number], the **University**, and/or any unit of the **University** in perpetuity without compensation.

\_\_\_\_\_\_\_\_\_\_\_\_ (Initial here that you have read and understood paragraph 17)

1. That 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;
2. That, once signed, this **Agreement** may be copied and preserved by the **University** in electronic format, and that each such electronic copy shall be deemed to be an original.
3. That this **Agreement** and any rights, duties and obligations as between the parties to this **Agreement** shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction, and any litigation related in any way to this **Agreement** shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

I HAVE READ AND UNDERSTOOD AND INTEND TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY. I EXECUTE THIS AGREEMENT VOLUNTARILY.

Signed this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PARTICIPANT SIGNATURE OF WITNESS

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**Endorsement of Parent/Guardian if Participant is under 18 Years of Age:**

As parent/guardian of the **Participant**, with full legal care, custody, and control of the **Participant**, I have read and understood, and I approve of and agree to, all aspects of this **Agreement** initialed and signed by the **Participant** as though I initialed and signed the **Agreement** myself, as confirmed by my signature below:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE OF PARENT/GUARDIAN SIGNATURE OF WITNESS

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

DATE

**This Agreement must be completed in full, initialled where required, signed and dated before the Participant may have any involvement in the Field Trip.**

Personal information on this form is collected under the authority of sections 3, 12, and 14 of the Lakehead University Act and will be used for the administration and operation of the **Field Trip** and for the defence of the **Releasees** against any claims or litigation in any way related to the **Field Trip**. It will otherwise be kept confidential.  Any questions on this collection should be directed to:  [Job title (NOT name)], [Department Name] Lakehead University, [TBay or Orillia campus address]; telephone: [departmental telephone number].