

**AGREEMENT: Including Acceptance of Responsibility, Assumption of Risks, Consent for Disclosure, Release of Liability, Waiver of Claims, and Indemnity Agreement (hereinafter referred to as the "Agreement") for Participation in an International Study Exchange Program**

**PLEASE BE ADVISED: By signing this Agreement you will WAIVE CERTAIN LEGAL RIGHTS, including the RIGHT TO SUE and you will ACCEPT LEGAL OBLIGATIONS. PLEASE READ CAREFULLY!**

(Initial here that YOU HAVE READ THIS NOTICE) ( )

**TO: THE BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY (hereinafter called "Lakehead University")**

NAME OF PARTICIPANT: \_\_\_\_\_

ADDRESS OF PARTICIPANT: \_\_\_\_\_

Telephone Number of Participant: \_\_\_\_\_

Name of Emergency Contact: \_\_\_\_\_

Emergency Contact's Telephone #: \_\_\_\_\_

Relationship of Contact to Participant: \_\_\_\_\_

NAME/TITLE OF EXCHANGE PROGRAM:

\_\_\_\_\_  
**(hereinafter referred to as the "Program")**

PERIOD (TIME) OF PROGRAM:

From: \_\_\_\_\_ To: \_\_\_\_\_

HOST UNIVERSITY:

\_\_\_\_\_  
**(hereinafter referred to as the "Host University")**

COUNTRY OF HOST UNIVERSITY:

\_\_\_\_\_

## **I. ACCEPTANCE OF RESPONSIBILITY**

**In consideration of Lakehead University's approval for my participation in the Program, I agree to the following** (please write your initials in the brackets ( ) after each paragraph to confirm that you have read it):

1. To select in advance the courses that I wish to take at the **Host University** during my participation in the **Program**, and to ensure that I am eligible to take these courses, that the **Host University** will allow me to take them, and that the course selection is acceptable to my Department/School Chair/Director or Advisor. ( )
2. To obtain a Letter of Permission, approved by the **Lakehead University** Registrar, for the approval of my course selection at the **Host University**. ( )
3. Once I have selected and enrolled in courses acceptable to both **Lakehead University** and the **Host University**, to complete such assignments, and to undergo such examinations and tests, as are required by the **Host University**, and to conform to the disciplinary codes and regulations, as well as all other policies and regulations, of the **Host University**. I understand that the **Host University** has the right at any time to terminate my participation in the **Program** if my academic work or behaviour falls short of or violates the policies or regulations of the **Host University**, or if I endanger the health or welfare of myself or any other person. ( )
4. That, during the period of my participation in the **Program**, I will also be subject to the policies and regulations in effect at **Lakehead University**, including the *Code of Student Behaviour and Disciplinary Procedures*. ( )
5. That **Lakehead University** will not supervise any of the **Host University's** academic programs, living arrangements, or extracurricular activities during my participation in the **Program**. ( )
6. That travel arrangements, accommodation, acquisition of all necessary study permits/visas, and residence permits, as well as the acquisition of books, course materials and payment of miscellaneous fees are my responsibility. ( )
7. To pay the appropriate tuition fees at **Lakehead University**. I am aware that I will not have to pay tuition for the **Program** courses in which I am enrolled at the **Host University**, but that I will be responsible for all other expenses that may arise directly or indirectly from my participation in the **Program**. Without limiting the generality of the foregoing, other expenses include but are not limited to: travel, food, living, residential, utilities, laundry, property, entertainment, exercise, vehicular, advisory, counseling, medical, dental, all other health related, and insurance expenses, and expenses and fees, other than tuition fees, associated with my course work. ( )
8. That I have contacted the **Lakehead University** Financial Aid Office to make any necessary arrangements for my finances while participating in this **Program**. ( )
9. To ensure that I have sufficient funds to cover my expenses during the period of exchange in the host country, and that there is no outstanding balance in my account at the **Host University** at the end of the exchange. I understand that failure to pay the said balance may delay the sending of official transcripts from the **Host University** to **Lakehead University**. ( )
10. To accept full responsibility for the disbursement of any funds granted to me by **Lakehead University**, the **Host University**, or any other public or private agency for my participation in the **Program**. ( )
11. To accept that if I withdraw from the **Host University**, I will be deemed to have withdrawn from **Lakehead University** and the withdrawal and refund policies of **Lakehead University** shall apply. ( )

12. To ensure that I have adequate medical, dental, other health, accident, and injury insurance coverage as well as protection of my personal possessions during my participation in the **Program**. I understand that compliance with the regulations of the **Host University** regarding health insurance, and payment of any associated fees, are my responsibility. ( )
13. That I have obtained a valid passport and the required visa(s) to allow me to enter the country of the **Host University** and to study there. ( )
14. To abide by the laws of the country of the **Host University**. ( )
15. That I must meet all requirements of my **Lakehead University** Letter of Permission in order to receive credit (grades are not assigned) at **Lakehead University** for **Program** courses taken at the **Host University**. ( )
16. That at the end of my participation in the **Program** I am responsible for making arrangements with the **Host University** to forward official transcripts of my work completed there to **Lakehead University**. I also understand that I am responsible for paying any fees involved in this process. ( )
17. Upon my return to **Lakehead University**, to submit the appropriate report summarizing my experience abroad (academic and cultural experiences) and/or participate in an information session for potential exchange students. ( )

## **II. ASSUMPTION OF RISKS**

**In consideration of Lakehead University's approval for my participation in the Program, I agree to the following:** (please write your initials in the brackets ( ) wherever they appear to confirm that you have read what precedes them):

1. That, while this **Program** offers an exceptional opportunity, there are inherent risks, dangers and hazards to which I may be exposed while participating in the **Program** and travelling to and from it, including but not limited to the following:
  - theft, vandalism or loss of personal property;
  - motor vehicle, boat, plane, or traffic accidents;
  - diseases not common in Canada;
  - acts of God;
  - homesickness;
  - quarantines;
  - exposure to wildlife;
  - impediments caused by government laws and regulations in the country of the **Host University**;
  - my lack of satisfactory documentation;
  - the medical facilities and services in the country of the **Host University** may well be of a different standard than what might be expected in Canada;
  - criminal activity may be a significant problem;
  - hazards resulting from environmental and weather conditions, strikes, violence, political unrest, civil strife, military and/or terrorist activity, previous or present; and
  - cancellation of this **Program** or curtailment or cancellation of individual portions of the **Program** due to weather, flooding, strikes, illness, epidemics, pandemics, political disturbances, terrorism, motor vehicle accidents, transportation problems, failure to perform on the part of travel agents, travel guides or airline companies, problems relating to customs, immigration or visa requirements, administrative defects or errors, or other circumstances either within or beyond the control of **Lakehead University** and the **Host University**.

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

2. I understand that participation in the **Program** is offered primarily to enable me to broaden my learning and acquire new knowledge in a cultural environment different from my own. I understand and accept that I will not gain academic credit from the **Program** transferable to my program of study at **Lakehead University** unless I complete all requirements and satisfy all conditions stipulated in the Letter of Permission granted by **Lakehead University** in conjunction with my participation in the **Program**. ( )

### III. CONSENT TO DISCLOSURE

I consent to the **Host University** confidentially providing full information to **Lakehead University** about any threat or threats, assessed on reasonable grounds as serious, to my safety, health, and/or general well-being. ( )

### IV. RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of **Lakehead University's** approval for my participation in the **Program**, I **AGREE** to the following (please write your initials in the brackets ( ) wherever they appear to confirm that you have read what precedes them):

1. That I have read and I understand and voluntarily accept the responsibilities and assume the risks outlined above. I understand and voluntarily accept that the list of responsibilities and risks set out above is not exhaustive. I wish to participate in the **Program** offered by **Lakehead University** and therefore agree **TO WAIVE ANY AND ALL CLAIMS**, arising directly or indirectly from my participation in the **Program**, that I have or may have in the future against **Lakehead University**, including its Governors, directors, members, officers, employees, students, alumni, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the **Releasees**"); ( )
2. **TO RELEASE AND FOREVER DISCHARGE 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, that is connected directly or indirectly to my involvement in the **Program** 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, AND FURTHER INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM, OR WARN ME OF, THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE PROGRAM**; ( )
3. **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 **Program**. ( )
4. That it is my responsibility to learn as much as possible about the risks of this **Program** and to weigh those risks against the advantages, and to decide whether or not to participate. ( )
5. That I have read and understood the most current Travel Report for the country of **the Host University** that has been issued from the Canadian Department of Foreign Affairs and International Trade dated:  
\_\_\_\_\_.
6. 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. ( )
7. That, in entering into this **Agreement**, I am not relying upon any oral or written representations or statements made by the **Releasees** other than what is set forth in this **Agreement**.

8. That this **Agreement** shall be construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein. Any claims, legal proceeding or litigation arising in connection with this **Agreement** will be brought solely in Thunder Bay, Ontario. ( )

**I HAVE READ AND UNDERSTOOD AND INTEND TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I EXECUTE THIS AGREEMENT VOLUNTARILY.**

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

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
NAME OF WITNESS

**This Agreement must be completed in full, signed, dated, and witnessed, with the participant's initials added wherever required, before the participant may begin the Program.** Lakehead University accepts no responsibility and assumes no liability with respect to any academic, vocational, medical, or financial advice received by anyone considering enrolment in this **Program**.

Prior to the participant's departure, the completed **Agreement** must be returned to:

Lakehead University International  
Lakehead University  
955 Oliver Road  
Thunder Bay, Ontario P7B 5E1.

Personal information on this form is collected under the authority of sections 3, 4, and 14 of the Lakehead University Act and will be used for administrative support of participation in a study exchange program. Any questions about this collection should be directed to: International Student Adviser, Lakehead University International, Lakehead University, 955 Oliver Road, Thunder Bay, Ontario P7B 5E1; telephone: (807) 346-7848.