

1.7 Waiver Form for Optional International, Remote, and/or Alternative Placement (CONFIDENTIAL)

AGREEMENT including Assumption of Risks, Waiver of Claims, Release of Liability, and Authorization to Obtain Medical/Emergency Services (hereinafter collectively called the "Agreement"), for Participation in an International, Remote, and/or Alternative Placement (hereinafter called "Placement")

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 THIS NOTICE)

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

I. OVERVIEW OF THE PLACEMENT:

The teacher candidate has chosen to complete an International, Remote and/or Alternative Placement (hereinafter called the "Placement"). This is a non-mandatory Placement location selected by the teacher candidate.

II. PARTICIPANT'S PERSONAL INFORMATION:

Name of Participant: Birth Date (mm/dd/yyyy):
Student #: Address and Postal Code:
Cell Phone Number: LU Email:
Other phone number: OHIP/Health Plan #:
Emergency Contact Name: Relationship:
Cell Phone Number: Other Telephone Number:
Email:

I have fully informed the person designated above as my Emergency Contact concerning my participation in the **Placement**; that he/she has agreed to act as my Emergency Contact; and that I AUTHORIZE the **University** to contact this person for or with information about me unless I revoke or change this appointment by notifying the **University** in writing.

(Initial here that you have read this paragraph)

Declaration of Health Status

I understand that participation in this voluntary **Placement** may involve travel and strenuous activity. In either case, my health may be affected by activity levels to which I am not accustomed or by exposure to viruses/infections. I accept personal responsibility for securing the advice of a health practitioner (preferably a family physician) prior to participating in this **Placement** and for obtaining the required and recommended inoculations that are recommended by Canadian and foreign health authorities. I recognize that some pre-existing medical conditions, while not a serious health threat when medical services are readily available, may be life threatening in remote locations. I take full personal responsibility for my known pre-existing medical conditions. For conditions that I choose to reveal, I will make personal arrangements with another **Placement** participant so that symptoms of distress can be recognized. For conditions that I choose not to reveal, I take full personal responsibility. I have been made aware of the risks involved in this elective **Placement** and have evaluated the need for a physical check-up and /or prophylactic measures. I hereby declare that I am medically fit to engage in this elective **Placement**.

(Initial here that you have read this Health Declaration)

In the interests of protecting your wellbeing, and in the light of the Declaration above, voluntarily identify any health, medical, allergy and/or medication issues about which the Professional Experiences Coordinator, Placement Officer, associate teacher(s) and/or mentor(s) should be aware:

III. AGREEMENT:

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

Assumption of Risks

- (1) That participating in the **Placement** carries some risks, which can be mitigated by prudence, but which might nevertheless materialize in potentially harmful ways, including but not limited to:
- (a) Damage or vandalism to, or theft or loss of personal property
 - (b) Personal injury/disability/death due to motor vehicle and/or other accident
 - (c) Personal injury/disability/death due to limited access to medical care and advanced medical facilities

[List all significant personal risks, e.g. musculo-skeletal injuries, injuries to internal organs, concussions, abrasions, bruises, blisters or cuts resulting from slips or falls or collisions or from breakdown or other mishaps resulting from the use of equipment or from travel to and from **Field Trip** venues; exposure to biting and stinging insects, ticks, toxic plants, and potentially dangerous animals, such as bears, wolves, and large ungulates – consult Director of Risk Management if necessary];

I fully, and willingly, assume responsibility for 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 paragraph 1)

Waiver of Claims and Release of Liability

(2) **TO WAIVE ANY AND ALL CLAIMS** directly or indirectly connected to the **Placement** 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 **Placement** associate teacher(s)/mentor(s) (all of whom are hereinafter collectively referred to as "**the Releasees**").

(3) **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 **Placement 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 PLACEMENT AND THE POSSIBILITY OF PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS, RESULTING THEREFROM.**

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

Other

(4) That it is my responsibility to successfully complete all courses and prior **Placements** in the Bachelor of Education program as a condition of attending the scheduled **Placement**.

(Initial here that you have read paragraph 4)

(5) That it is my responsibility to attend all orientation and training sessions made available to me in preparation for the **Placement**.

(Initial here that you have read paragraph 5)

(6) That I will comply with all instructions of the **Placement** associate teacher(s), mentors and/or host site administrators respecting the **Placement**, and that my failure to do so may result in my immediate dismissal from the **Placement** without compensation for any costs that I have incurred. Further, I understand that I will be responsible for any additional costs incurred as a result of the early dismissal.

(Initial here that you have read paragraph 6)

- (7) That, if I need to be considered for accommodation for disabilities on the **Placement**, I have complied fully with the **University's Accommodations and Access for Students with Disabilities/ Medical Conditions Policy** and its related *Procedures*.
(Initial here that you have read paragraph 7)
- (8) That I am responsible for looking after and ensuring that I have a sufficient supply of all my prescribed medications for the **Placement** and that I alone am responsible for administering them.
(Initial here that you have read paragraph 8)
- (9) That, because the **Placement** is being undertaken in association with the **University** of which I am a student, my conduct will reflect on the **University** during the **Placement** and will be subject to the **University's Code of Student Behaviour and Disciplinary Procedures** (the "Code") at all times during the **Placement**. As a **University** student ambassador, I will represent the **University** enthusiastically, and respect the culture, customs, expectations, and practices of the host school and country. Accordingly, I understand that any misconduct in which I engage during the **Placement**, including but not limited to abuse of alcohol or drugs, may be prosecuted under the Code and that all additional costs incurred as a result will be my responsibility (e.g. transportation).
(Initial here that you have read paragraph 9)
- (10) That, apart from the services that the **Placement** organizers have expressly indicated in writing that they will provide me, all travel arrangements and expenses are my responsibility, including transportation, accommodation, meals, sundry items, and the acquisition of all necessary travel documents and permissions related to the **Placement**.
(Initial here that you have read paragraph 10)
- (11) That it is my responsibility to provide all necessary legal documentation (for example Police Record Check, appropriate visas, customs and entrance requirements, passports and so on), medical, property, and travel insurance coverage and documentation (e.g. OHIP, Green Shield Cards) for myself for all portions of the **Placement**.
(Initial here that you have read paragraph 11)
- (12) 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 **Placement's** travel and other arrangements or with any of the terms of this Agreement;
(Initial here that you have read paragraphs 12)
- (13) That for the duration of the **Placement** 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. Further, I am responsible for safeguard of all personal items and valuables. These will not be reimbursed to me in the event of loss or theft.
(Initial here that you have read paragraph 13)
- (14) That it is my responsibility to ensure that I arrive on time for all flights/other modes of transportation associated with the **Placement** and that failure to do so will result in additional costs for which I will be responsible.
(Initial here that you have read paragraph 14)
- (15) That it is my responsibility to ensure that I have proper equipment and clothing for the **Placement**.
(Initial here that you have read paragraph 15)
- (16) That it is my responsibility, wherever possible, to avoid traveling alone into unknown areas, and to ensure that I notify an emergency contact of my whereabouts/plan, and have means to quickly communicate with my contact/emergency services in the event of an accident.
(Initial here that you have read paragraph 16)
- (17) That, in the event of any illness or injury or other form of incapacity that I may suffer during the **Placement**, or of my unexplained or otherwise suspicious disappearance from the **Placement**, I hereby authorize the **University** and/or **Placement** instructor(s), Associate Teachers, Mentors and/or host site administrators to:
(a) 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
(b) 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 paragraph 17)
- (18) That I am responsible for debriefing with representatives of Lakehead University during and immediately following completion of my **Placement**, as a requirement of any funding/opportunities to participate in an International, Remote

and/or Alternative **Placement**. As part of this process, I will supply a written and/or video testimonial to the representative of the University, which provides highlights of the **Placement** experience.

(Initial here that you have read paragraph 18)

- (19) That the **Placement** associate teacher(s)/mentor(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 **Placement**, the **University**, and/or any unit of the **University** in perpetuity without compensation. In making any visual and/or audio recordings, I acknowledge that I will comply with any, and all, existing privacy protocols at the host site. This compliance will include obtaining written permission where necessary.

(Initial here that you have read paragraph 19)

- (20) Where I have received funding to assist with the costs associated with the **Placement**, I understand that if I withdraw from the **Placement** for any reason, the total sum of the stipend shall be reimbursed payable to the Faculty of Education, by a certified cheque, within 30 days of cancellation.

(Initial here that you have read paragraph 20)

- (21) 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.

(Initial here that you have read paragraph 21)

- (22) 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.

(Initial here that you have read paragraph 22)

- (23) 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** and/or the **Placement** shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

(Initial here that you have read paragraph 23)

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

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

Personal information on this form is collected under the authority of sections 3 and 14 of the Lakehead University Act and will be used for the administration and operation of **Field Trips** and for the defense of the **University** against any claims or litigation in any way related to **Field Trips**. It will be kept otherwise confidential. Any questions on this collection should be directed to: Chair, Undergraduate Studies, Faculty of Education, Lakehead University, 955 Oliver Rd, Thunder Bay, P7B 5E1; telephone: (807) 343-8000, ext. 8520; or Chair, Orillia Education Programs, Faculty of Education, Lakehead University, 1 Colborne St W, Orillia, ON L3V 7X5; telephone: (705) 330-4008.