



TO: THE BOARD OF GOVERNORS of YORK UNIVERSITY

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

Initials:

NAME OF PARTICIPANT (Please Print): _____ STUDENT #: _____
ADDRESS (Street Name & #): _____ CITY: _____ PROV: _____
TELEPHONE NUMBER(S): _____ EMAIL: _____

NAME/TITLE OF TRIP: _____
(referred to as "this Trip" throughout this agreement)

TRIP LOCATION(S): _____
(referred to as "this Location" throughout this agreement)

PREAMBLE

This Trip is an exceptional educational/working opportunity, but it is not without with 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(es), delay or inconvenience and **this Trip's** cancellation or curtailment. All persons taking part in **this Trip** are required to accept these and other risks as a condition of their participation in this program. The Risks set forth below are intended to enable participants to better understand the various risks involved in **this Trip**.

ASSUMPTION OF RISKS:

I am aware that there are further risks mentioned in the most current Department of Foreign Affairs and International Trade Canada - Travel Report which I am required to read as a condition of my participation in **this Trip**, and which I will periodically review up to the date of my departure to ensure I am aware of all current risks and warnings. _____ [initials]

There are inherent risks, dangers and hazards to which I may be exposed while participating on **this Trip**. I understand that it is my responsibility to be informed about the inherent risks in **this Trip** and to take appropriate precautions to avoid risks and dangers.

Risk include, but are not limited to:

- Theft, vandalism or loss of personal property;
- Motor vehicle or traffic accidents and/or poor roads and transportation system;
- Diseases not common in Costa Rica or Canada;
- Exposure to wildlife;
- Exposure to domestic or production animals such as chickens, pigs, cattle, goats, sheep, cats, dogs, etc.;
- Different environmental and weather conditions than those in Costa Rica or Canada;
- The laws of **this Location** may be significantly different than those in Canada;
- The medical facilities in **this Location** may well be of a lower standard than what might be expected in Costa Rica or Canada;
- A significantly higher crime rate than Costa Rica or Canada and criminal activity may be a significant problem;
- Hazards resulting from political unrest, military and/or terrorist activity, previous or present; and
- Cancellation of **this Trip** or curtailment or cancellation of individual activities due to weather, flooding, illness, political disturbances, terrorism, motor vehicle accidents, transportation problems, failure to perform on the part of the travel agents, travel guides or airline companies, problems relating to customs, immigration or visa requirements, or other circumstances either within or beyond the control of York University.

I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage, expense and other loss delay or inconvenience resulting therefrom, and for acts or omissions including negligence of the Releasees. I have had the opportunity to seek independent legal advice prior to signing this document.

Initials:

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Released Parties allowing me to voluntarily participate in this Trip, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against The Board of Governors of York University, their officers, directors, agents, contractors, employees, volunteers, members and representatives (all of whom are hereinafter collectively referred to as "the Releasees");

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 this 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; _____ [initials]
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 other person, resulting from my participation in this Trip;
4. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer arising out of the Releasees' duty of care, if any, under the Occupier's Liability Act, RSA 2000 c. 0-4 in effect from time to time, as well as any equivalent applicable laws in effect while on this Trip.
5. I understand that it is my responsibility to learn as much as possible about the risks of this Trip and to weigh those risks against the advantages, and to decide whether or not to participate.
6. I have read and understood the most current Government of Canada Travel Advisory for this Location that has been issued from Global Affairs Canada and have attached it to this form.
7. If I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity in which I am participating. I understand that the Releasees accept no responsibility for any damage, incidents or accidents occurring to or out of the use or misuse of my equipment.
_____ [initials]
8. This agreement will be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
9. This Waiver is governed by and construed in accordance with the laws in force in the province of Ontario and the federal laws of Canada, as applicable. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to this Trip and this Waiver and the parties hereby attorn to the jurisdiction of Ontario courts.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Released Parties s other than what is set forth in this Agreement.

I UNDERSTAND THAT THIS DOCUMENT OUTLINES THE KINDS OF RISK THAT I MAY BE EXPOSED TO WHILE TRAVELLING. BECAUSE I AM FREELY CHOOSING TO PARTICIPATE, I UNDERSTAND THAT I AM ACCEPTING THE RISKS THAT GO ALONG WITH INTERNATIONAL TRAVEL AND WILL NOT HOLD THE RELEASEES RESPONSIBLE FOR THOSE RISKS.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH IOR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____

SIGNATURE OF PARTICIPANT

WITNESS SIGNATURE (Non-Family Member)

WITNESS NAME (please print)

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and paragraphs 2 and 7 must be initialed before the participant may participate in this Trip.

NOTE: This agreement must be completed in full, signed, dated, witnessed, and must be initialed where indicated before the participant may participate in this Trip. – Costa Rica Waiver - Rev September 2017