

SIMON FRASER UNIVERSITY
<program name> FIELD SCHOOL <year>

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISK AND
INDEMNITY AGREEMENT**

By signing this document you will waive certain legal rights, including the right to sue.

PLEASE READ CAREFULLY!

Name of Applicant _____

Telephone _____

Address _____

PREAMBLE

The <name of field school> Field School Program 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 <name of field school> Field School are required to accept these and other risks as a condition of their participation in this venture. Simon Fraser University and <host country university> will not accept any liability for injury, loss, damage or expense sustained as a result of any person's participation in the <name of field school> Field School Program (the 'Program'). The Statement of Risks set forth below is intended to enable participants to better understand the various risks involved in the Program. All Program 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 Simon Fraser University and <host country university>, and their representatives, from any future claims which might arise as a result of the applicant's participation in the Program. All applicants should be aware that most of the courses offered during the Program are available in Vancouver.

STATEMENT OF RISKS

The Program involves the risks inherent in international travel. Participants are encouraged to investigate the specific risks associated with traveling and living within <host country>. The majority of the Program will take place in <host country>. There are risks, hazards and dangers to which all travellers to <host country> are exposed. These include, but are not limited to, a sometimes poor transportation system, diseases, and different political systems. The medical facilities may be of a lower standard than what might be expected in Canada. AIDS is a serious health risk throughout the world; there are reported cases of AIDS in <host country>. <host country> is a relatively poor country, and there is potential for crime.

The Program will be using the services of independent travel agents, buses and airlines. Simon Fraser University and <host country university> cannot accept responsibility for the conduct of these independent agencies. It is always possible that the Program 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 customs, immigration or visa requirements, or other circumstances either within or beyond the control of Simon Fraser University or <host country university>.

All participants in the Program will be required to attend orientation and safety lectures on these and other risks and on the student behaviour required to minimise risk and disruption during the course of the Program. It is the responsibility of each participant of the Program 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. Simon Fraser University and <host country university>, and their professors, instructors and support personnel for the Program cannot and will not assume liability in respect of any of these risks, dangers, hazards and liabilities. Simon Fraser University and <host country university> accept no responsibility and assume no liability with respect to any academic, vocational, medical, financial or tax advice received by a participant concerning the Program.

(initial here)

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

To: SIMON FRASER UNIVERSITY and <HOST COUNTRY UNIVERSITY>

I, _____, am aware that the <name of field school> Field School Program 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 including the risks of injury, death, property damage, loss, expense or inconvenience resulting therefrom.

In consideration of SIMON FRASER UNIVERSITY accepting my application to the <name of field school> Field School Program and allowing me to participate in the Program, 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 SIMON FRASER UNIVERSITY and <HOST COUNTRY UNIVERSITY> and their 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 my participation in the <name of field school> Field School Program;
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury (including death) or expense that I may suffer or that my next of kin may suffer as a result of my participation in the <name of field school> Field School Program, due to any cause whatsoever, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury (including death) or expense to any third party, resulting from my participation in the <name of field school> Field School Program;
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.
5. THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA shall govern this agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, I AM NINETEEN YEARS OF AGE OR OLDER 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.

Signed this ____ day of _____, 200__.

Witness

Signature

Name (print clearly)

Name (print clearly)

THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED AND WITNESSED BEFORE PARTICIPATING IN THE FIELD SCHOOL.