

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

StudyAbroad Centre
www.truworld.ca/studyabroad.htm

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

Initial

Please print clearly:

Name Student Number

Address

Destination Study Abroad Field School

TO: **THOMPSON RIVERS UNIVERSITY**
(hereinafter referred to as "TRU")

AND TO: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**
(hereinafter referred to as "THE PROVINCE")

DEFINITIONS:

In this agreement:

- the term "**participant**" shall apply to students who participate in the TRU Study Abroad program or an International Field School program.
- the term "**international travel**" shall refer to all forms of land, air, and water based travel in and outside of Canada and shall include all activities, services and use of facilities either provided by or arranged by TRU or in any way related to the course activities included in the Study Abroad program or International Field School program.
- the term "**transportation**" shall refer to all forms of on and off road transportation, including TRU owned vehicles, leased vehicles, ferries, airplanes, helicopters, sailing vessels, motorized vessels, and non-motorized vessels either provided or arranged by TRU or in any way related to the travel and course activities included in the Study Abroad program or International Field School program.

IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE STUDY ABROAD PROGRAM OR INTERNATIONAL FIELD SCHOOL PROGRAM LISTED HEREIN, I ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

I am qualified for and desire to participate in the above referenced program. I acknowledge that I am not required to participate in the program and that I am choosing to do so of my own free will.

ASSUMPTION OF RISKS - POLITICAL INSTABILITY, STANDARDS OF DESIGN, TRANSPORTATION, ETC.

I understand and agree that there are hazards and risks inherent in international travel and the activities included in the above referenced program, including but not limited to: foreign political, social and economic conditions which are different than Canada and which can change in an unpredictable manner; kidnapping; differing standards of design, safety and maintenance of buildings, public spaces and transportation; varying quality of available medical treatment and differing health, safety, legal, cultural and religious beliefs and conditions, all of which could cause serious personal injury or loss of life to me and or loss or damage to me or my property. I agree to assume all risk for any such personal injury, loss of life, or property loss or damage. Communication in international locations is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning, making travel by any means hazardous.

I acknowledge and accept that TRU and their staff may be unable to predict whether the foreign location used is safe for travel. I understand that human error, failure to forecast or recognize a hazardous situation, negligence of other travelers or local residents; and **NEGLIGENCE ON THE PART OF OTHER STUDENTS, TRU, OR THEIR EMPLOYEES, INCLUDING THE FAILURE OF TRU OR THEIR EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

Initial

HEALTH CARE COVERAGE

I assure TRU that I am covered by appropriate health, hospitalization and accident insurance providing coverage for medical treatment, medical evacuation and repatriation for the countries I am traveling to. I acknowledge that TRU does not have medical personnel available at the location of the program, during transportation or anywhere in the foreign countries being visited and is not responsible for any medical expense I may incur while abroad. TRU may take any action it considers to be warranted under the circumstances regarding my health and safety. I agree to release TRU from any liability in connection with such action.

ITINERARY CHANGES AND INDEPENDENT TRAVEL

I agree TRU may, in its sole discretion, make any change in the itinerary or any part of the program it deems necessary. I understand and acknowledge that TRU is not responsible for any disruption in travel arrangements, or any consequent additional expenses that may be incurred therefrom. I agree that TRU is not responsible for any injury I may suffer while traveling independently before or after the program or during free time.

ACTS OR OMISSIONS OF OTHERS

I understand and agree that TRU does not represent or serve as agent for and cannot control the acts or omissions of other institutions, transportation carriers, hotels and other suppliers of goods and/or services connected with the program. I agree TRU is not responsible for any personal injury to or loss of life to me or loss or damage to property that may be caused or contributed to by the act or omission of another institution or any of the suppliers of goods and/or services in connection with the program.

CODE OF CONDUCT

I agree to abide by and that TRU has the right to enforce the TRU academic rules and regulations and TRU's code of student conduct and honour code. TRU may impose disciplinary action in accordance with such rules. If I am expelled from the program, I agree that I will be sent home at my expense with no refund of fees.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of TRU and THE PROVINCE allowing me to participate in this program, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against TRU and THE PROVINCE and their directors, officers, employees, instructors, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter referred to as the "RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in this program, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF INTERNATIONAL TRAVEL, AND TRANSPORTATION REFERRED TO ABOVE. Initial
- 2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in the program;
- 3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for all costs they may incur for medical costs, search and rescue, evacuation and litigation resulting from my participation in the program;
- 4. That this Agreement shall be effective and binding upon my parents, heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 5. 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 British Columbia and no other jurisdiction, and
- 6. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia. Initial

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Study Abroad program or the International Field School program other than what is set forth in this Agreement.

I CONFIRM THAT I AM THE FULL AGE OF NINETEEN (19) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, 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.

Signature of Applicant _____

Signature of Witness _____

Print Name Clearly _____

Print Name Clearly _____

Signed this _____ day of _____, 20____

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED WHERE INDICATED, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING WITH TRU.

**INFORMED CONSENT for
Assumption of Risks, Release of Liability, Waiver of Claims,
Indemnity Agreement, and Jurisdiction Agreement**

**TO BE COMPLETED BY THE PARENT OR GUARDIAN OF
TRU Study Abroad, Field School and Practicum Students
WHO ARE UNDER THE AGE OF 19**

By signing this document, you are waiving certain legal rights, including the right to sue. Please read this document carefully.

Please print clearly:

Name of Student Participant _____ Student Number _____

Parent or Guardian Name and Address: _____

Program Description and Expected Destination: _____

TO: **THOMPSON RIVERS UNIVERSITY**
(Hereinafter referred to as "TRU")

AND TO: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**
(Hereinafter referred to as "THE PROVINCE")

DEFINITIONS:

In this agreement:

- a) The term "**participant**" shall apply to students who participate in a TRU Study Abroad, Field School or Practicum program.
- b) The term "**international travel**" shall refer to all forms of land, air, and water based travel in and outside of Canada and shall include all activities, services and use of facilities either provided by or arranged by TRU or in any way related to the course activities included in the Study Abroad, Field School or Practicum program.
- c) The term "**transportation**" shall refer to all forms of on and off road transportation, including TRU owned vehicles, leased vehicles, ferries, airplanes, helicopters, sailing vessels, motorized vessels, and non-motorized vessels either provided or arranged by TRU or in any way related to the travel and course activities included in the Study Abroad, Field School or Practicum program.

IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE STUDY ABROAD, FIELD SCHOOL OR PRACTICUM PROGRAM DESCRIBED ABOVE, I ACKNOWLEDGE AND AGREE TO THE FOLLOWING ON BEHALF OF THE ABOVE NAMED STUDENT:

INTENTION TO PARTICIPATE

The student is qualified for and desires to participate in the above referenced program. I acknowledge that he or she is not required to participate in the program and is choosing to do so of his or her own free will.

ASSUMPTION OF RISKS

I understand and agree that there are hazards and risks inherent in international travel and the activities included in the above referenced program, including but not limited to: foreign political, social and economic conditions which are different than Canada and which can change in an unpredictable manner; kidnapping; differing standards of design, safety and maintenance of buildings, public spaces and transportation; varying quality of available medical treatment and differing health, safety, legal, cultural and religious beliefs and conditions, all of which could cause serious personal injury or loss of life to the student and/or loss or damage to him or her or their property. I agree to assume all risk for any such personal injury, loss of life, or property loss or damage. Communication and facilities in international locations may be difficult and in the event of an accident, rescue and medical treatment may not be available. Local conditions may be unpredictable and can change rapidly and without warning, making travel or assistance by any means hazardous.

I acknowledge and accept that TRU and their staff may be unable to predict whether the foreign location used is safe for travel. I understand that human error, a failure to forecast or recognize a hazardous situation, and/or the negligence of other travelers or local residents may occur. **I understand that it is not possible for TRU or its EMPLOYEES TO SAFEGUARD OR PROTECT THE STUDENT FROM RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

HEALTH CARE COVERAGE

I assure TRU that the student will be covered by appropriate health, hospitalization and accident insurance providing coverage for medical treatment, medical evacuation and repatriation valid for all countries in which they intend to travel. I acknowledge that TRU does not have medical personnel available at the location of the program, cannot provide emergency transportation in the foreign countries being visited, and is not responsible for any medical expense the student may incur while abroad. TRU may take any action it considers to be warranted under emergency circumstances regarding the student's health and safety. I agree to release TRU from any liability in connection with such action.

ITINERARY CHANGES

I agree TRU may, in its sole discretion, make any change in the itinerary or to any part of the program it deems necessary. I understand and acknowledge that TRU is not responsible for any disruption in travel arrangements, or any consequent additional expenses that may be incurred because of such changes.

INDEPENDENT TRAVEL

I agree that TRU is not responsible for any personal injury, loss of life, or property loss or damage the student may suffer while traveling independently before or after the program or during free time.

ACTS OR OMISSIONS OF OTHERS

I understand and agree that TRU does not represent or serve as an agent for and cannot control the acts or omissions of other institutions, transportation carriers, hotels and other suppliers of goods and/or services connected with the program. I agree TRU is not responsible for any personal injury, loss of life to the student or loss or damage to property that may be caused or contributed to by the act or omission of another institution or any of the suppliers of goods and/or services in connection with the program.

CODE OF CONDUCT

The student will agree to abide by all TRU policies and understand that TRU has the right to enforce these policies. TRU may impose disciplinary action in accordance with such policies. If the student is expelled from the program, I agree that he or she will be sent home at their expense with no refund of fees.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of TRU and THE PROVINCE allowing the student to participate in this program, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against TRU and THE PROVINCE and their directors, officers, employees, instructors, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter referred to as the "RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that the student may suffer or that their next of kin may suffer as a result of their participation in this program DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT THE STUDENT FROM THE RISKS, DANGERS AND HAZARDS OF INTERNATIONAL TRAVEL, AND TRANSPORTATION REFERRED TO ABOVE;
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from the student's participation in the program;
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for all costs that may incur for medical expenses, search and rescue, evacuation and litigation resulting from participation in the program;
4. That this Agreement shall be effective and binding upon the parents, heirs, next of kin, executors, administrators, assigns and representatives, in the event of the student's death or incapacity;
5. 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 British Columbia and no other jurisdiction, and
6. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releases' with respect to the safety of the Study Abroad, Field School or Practicum program other than what is set forth in this Agreement.

I, the undersigned, am the legal guardian of the child named above as the Participant ("my child"), and understand and agree that I am aware that there are risks associated with my child's participation in the above noted event.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, 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.

(The parent or guardian must first initial each page in the box near the bottom as well as sign this in front of the Witness. The Witness must then sign verifying the parent or guardian's initials and signature.)

Signature of Parent or Guardian _____

Print Name Clearly _____

Signed this _____ day of _____, 20____

Signature of Witness _____

Print Name Clearly _____

Signed this _____ day of _____, 20____

Student "Freedom of Information" Consent Study Abroad Program

Study Abroad Centre

www.truworld.ca/studyabroad.htm

I hereby consent to Thompson Rivers University and its representatives, collecting, using and disclosing the following information to the following persons/organizations for the following purposes:

INFORMATION	TO WHOM	PURPOSE OF DISCLOSURE
Status at TRU - Attendance - Whether attending TRU	Canada Immigration Canada Border Services RCMP Law enforcement agencies Sponsoring organization	- To ensure compliance with Study Permit. - Verify student status - Inform of student academic standing and progress.
Academic Information - Academic Status - Whether attending TRU - Grades and GPA	Family and/or legal guardian Educational Agency Sponsoring Organization TRU Academic Administration & Student Affairs	- Verifying student academic progress and standing; Making knowledgeable decisions as to continuation of program for their son or daughter.
Address phone numbers, e-mail address and other coordinates	Canada Immigration RCMP B.C. Medical Services Plan Family and/or legal guardian TRU Academic Administration & Student Affairs	- Ability to communicate with student. - Contact purposes. - Confirm health & safety
Medical and Well-being	Family and/or legal guardian TRU Student Affairs TRU Academic Administration & Student Affairs	- Ensuring support systems are available to student when required.
Past Behavioral Concerns, misconduct, alleged misconduct and disciplinary proceedings.	Host Family, Immediate Family, RCMP, Student Residence, Academic Administration & Student Affairs	- Safety and well-being of all involved. - Disciplinary proceedings

I have read the above, understand it, and agree to it.

Print Name of Student: _____

Signature of Student: _____

Today's date: (M/D/Y) _____

TRU Media Consent Form

Study Abroad Program

Study Abroad Centre

www.truworld.ca/studyabroad.htm

Please print clearly:

Name

Address

Telephone

Email

Field of Study

Year of Study

Yes, I would like to participate in future TRU photoshoots

Comments about your experiences at TRU:

We take photographs during our events at TRU and you may send photographs to TRU, taken while abroad. We appreciate your permission to use these photos.

I consent to the use and/or reproduction of all photographs taken of, or including me, and / or information gathered about or including me, by Thompson rivers University (TRU) or by any nominee of TRU (including any agency, client, publication or other organization or institution) in whole or in part, in all forms and media, for distribution to the general public for the purposes of publicity and promotion of TRU.

I further consent to the reproduction or use of the photographs / information with or without my name, and consent that TRU may seek copyright of the photographs / information in their name. In giving this consent, I release TRU and its nominees from liability for any violation of any personal or proprietary right I have in connection with any sale, reproduction or use of the photographs. I certify that I am 19 years of age or old.

I have read the above, understand it, and agree to it.

Signature of Participant:

Date:

Signature of Witness:

Date:

Behaviour Contract

Study Abroad Program

Study Abroad Centre

www.truworld.ca/studyabroad.htm

In consideration for being permitted to participate in the **Thompson Rivers University Study Abroad Program**, I _____(name), hereby agree to and understand the following statements:

- My submission of the required application forms is evidence of my commitment to participate in the Study Abroad Program.
- I will accept unconditionally the authority of the designated representative of TRU and/or the foreign host university international office designee throughout participation in the program.
- I understand that I am a representative of TRU, and that my actions and behaviours reflect on TRU and its partner relationships. I am prepared to assume this “Ambassadorial” role and understand my role is to represent TRU honourably and respectfully during each step of the process.
- The Study Abroad office at TRU, in consultation with the appropriate TRU Dean, has the authority to terminate, at any time, my Study Abroad Program participation if my continuation would be detrimental to me, to others, to TRU, or to my host university. The termination decision is made at the sole discretion of the above named employees of TRU and their decision is final. Return travel and any other expenses due to such program termination are my responsibility.
- I understand that attendance at a Study Abroad Risk Management seminar is mandatory prior to my departure from Canada. Failure to attend will automatically cancel my application to Study Abroad.
- I will pay the tuition for the term(s) accepted into the Study Abroad Program to TRU prior to my departure from Canada. In the case of an ISEP application, I will additionally pay the accommodation and meal costs associated with the program to TRU prior to my departure from Canada.
- For bilateral exchanges, I understand that personnel at the host institution may offer guidance and assistance in securing accommodation, according to their own policies and procedures. For ISEP exchanges, accommodation will be arranged and secured by the host institution. Regardless of the type of exchange, student housing is of differing standards, and may not be similar or comparable to Canadian housing.
- For bilateral exchanges, I agree to make certain that all my accommodation costs are paid in full prior to leaving the host institution, and agree to pay for any damages for which I am responsible.

- I will conduct myself in such a way as to reflect favourably upon TRU and Canada, and to undertake seriously my academic assignments. I recognize that I am required to attend all scheduled classes and course activities associated with my studies at the host institution. It is not permitted, nor accepted, that I consider myself “special” and elect to miss academic obligations for any reason.
- I understand that my behaviour must be in accordance with the laws of the country in which I will reside, the rules and regulations of the host institution, and TRU's policies.
- International travel and the challenges of adjusting to living in a different country can be stressful. Often, these stresses can escalate existing health problems. I pledge that either I have no serious existing or past medical conditions - or that I have sought medical advice regarding any and all serious medical conditions that impact my health, and have received medical approval to travel.
- I authorize release of medical records held by the TRU Health Service or any hospital, clinic, or doctor to the designated representative of TRU should a medical necessity arise. I, the participant, hereby authorize the designated representative of TRU, at her or his discretion, to notify and make full disclosure to my designated emergency contact. I agree to carry at least \$1,000,000 in Out of Canada medical insurance for the duration of my time out of the country.
- I am aware that there may not be the same type of support structure that is available on the TRU campus at my host university. The Study Abroad Program assumes that students who apply consider themselves to be emotionally mature and aware of what is considered proper behaviour, and, therefore do not need specific rules for every situation but will follow their good judgment and abide by TRU policies.

Acknowledgement by Participant:

I have read this Study Abroad Behaviour Contract and fully understand each of the statements contained in this document. I sign this agreement voluntarily and with full knowledge of its significance.

The participant must sign this document in the presence of the Study Abroad Representative

Participant's Name (print)

Participant's Student Number

Participant's Signature

Date

TRU Study Abroad Representative

TRU Study Abroad Representative Signature

Date