

Bishop's University Off-Campus Activity and Travel Waiver

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

For consultation by all Bishop's University Students wishing to participate in off-campus activities or travel, with the exception of students participating in University sports and students participating in activities under the aegis of Bishop's International, who should consult the agreements provided by those units.

WARNING: BY ACCEPTING THIS AGREEMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

ASSUMPTION OF RISK

1. Disclosure

I have a medical condition that Emergency Medical Technicians would need to know:

- If it is the case, I will be carrying that information and/or medication on me and will inform my instructor about my condition by filling out the Declaration of Pre-Existing Condition(s) (Annex B) and submitting it to the instructor.

Travel in a privately owned or rented vehicle:

- If I drive a privately owned vehicle, I declare that I have a valid driver's license, that the vehicle I will be driving will be properly insured for the duration of the travel indicated, and that I accept all responsibilities and liabilities associated with operation of the vehicle.

2. Assumption of Risks and Responsibilities

Bishop's University's commitment to the Traveller:

- Develop and implement procedures and pre-departure training to mitigate risks of accidents, injuries, sickness or death during the Activity.
- In the case of an Activity led by Bishop's personnel, establish means of communication at destination in order to be reachable throughout the duration of the Activity.
- Provide all the documentation and preparation necessary for the successful completion of the Activity.

I agree that:

- I will adhere to all Bishop's University travel policies and procedures and in particular the Off-Campus Activity and Travel Policy.
- I will complete the Bishop's University Travel Registry.

- I will follow Bishop's University's Code of Conduct and Safety Guidelines (Annexe A) as well as the [Code of Student Conduct](#) and the [Policy for the Prevention of Sexual Violence](#).
- I will travel on all forms of transportation arranged by Bishop's University.
- I will **notify and secure the approval of** the Organizer in advance if I will not be travelling **to or from** events on transportation arranged by Bishop's University.
- I will ensure I have proper documentation to enter countries where the Activity will take place and to return to Canada (a valid passport is required), in the event that travel requires it.
- I am not aware of any reason that would prevent me from freely crossing international borders (including to and from the USA). NOTE particularly that prior criminal convictions for minor offenses may bar you from travel to certain countries or may result in your being detained by authorities of those countries.

I accept that Bishop's University will use its best efforts to ensure that all off-campus activities are conducted in conditions that are as safe as possible. I acknowledge, however, that the Activity may involve inherent risks, dangers, hazards and liabilities to participants.

I fully understand and agree to assume the following risks that may result in personal injury, death, loss of or damage to personal property/belongings, legal expenses and other losses arise from, but are not limited to:

1. Travel to and from Canada, all locations to be visited as part of this Activity by aircraft, train, bus, public/private motor vehicle, and/or by other alternative transportation systems.
2. Street crime, armed robberies, carjacking, rape, credit card fraud, and diseases not common in Canada.
3. Medical facilities of a lower standard and more limited than expected in Canada.
4. Hazards resulting from military and/or terrorist activity, previous or present, including unexploded land mines and munitions.
5. The fact that certain aspects of the travel are not subject to the direct control of the University.
6. The fact that this Activity might not be completed or that individual activities may be curtailed or cancelled, because of weather conditions, illness, political disturbances, terrorism, motor vehicle accidents, transportation problems and/or accidents, tribal violence, failure to perform on the part of the travel or other agents, airlines or tour companies, problems relating to customs, immigration, or visa requirements.

My responsibilities

I understand that it is my sole responsibility at all times during the Activity:

1. To obtain a valid passport or other satisfactory proof of citizenship as required for entry into and exit from all locations where the Activity will take place.
2. To maintain a high level of personal security awareness, monitor local news reports closely, and avoid large crowds or gatherings.
3. To exercise particular caution when leaving banks and automated teller machines.

4. To respect and heed the safety advice of the Activity organizers and competent agents engaged by the University during the Activity.
5. To familiarize myself with the risks of the venture, to weigh those risks against the advantages, and to decide whether or not to participate.
6. To ensure that I have adequate medical/health insurance including sufficient out-of-province medical coverage. Bishop's University accepts no responsibility for any costs associated with medical or health problems, whether pre-existing or occurring during the Activity, nor will it assume or reimburse any medical/health expenses that I may incur.
7. To ensure that I have adequate travel insurance: it should provide coverage against theft, personal accident, personal liability, repatriation and cancellation of tickets. Bishop's University accepts no responsibility for any costs associated with these types of problems nor will it assume or reimburse any expenses that I may incur in this area.

3. Free Time

I will assume full responsibility for activities in which I choose to engage or participate during any and all times of this Activity when I am not involved in formal course work or other University-related activities. I understand the buddy system and will use it whenever possible; when it is not possible to do so, I will advise those I am working with or living with of my course work, plans or activities and their locations. I also recognize that I am a representative of Bishop's University while on this Activity, whether I am conducting course work or on free time and my conduct will reflect this awareness at all times.

IN CONSIDERATION OF Bishop's University allowing my participation in the Activity, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in future against Bishop's University, and its members, employees, students, agents, volunteers and independent contractors (henceforward "Bishop's University");

1. TO RELEASE BISHOP'S UNIVERSITY 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 the Activity due to any cause whatsoever.
2. 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.

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

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I AM AWARE THAT BY ACCEPTING THIS AGREEMENT IN CHECKING THE BOX IN POWERCAMPUS I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST BISHOP'S UNIVERSITY.

ANNEX A- BISHOP'S UNIVERSITY'S CODE OF CONDUCT AND SAFETY GUIDELINES

- Use respectful language at all times; do not make slanderous or discriminatory remarks,
- Maintain a professional and respectful attitude towards everyone you encounter, regardless of the experience.
- Conduct that is respectful, appropriate and free from harassment¹ at all times. This includes not behaving in such a way as to shock the local population or to damage its reputation or that of the organization.
- Respect destination's and Canadian laws at all times.
- Do not buy, consume, distribute or possess drugs, including cannabis.
- Respect the destination's laws regarding alcohol drinking age and consumption. If legal, alcohol must be consumed responsibly, with little risk posed to the Traveller or others.
- Do not have intimate relationships with members of the local population.
- Do not participate in mass gatherings, demonstrations, militant activities and large-scale outdoor events.
- Follow the dress code of the local population as much as possible.
- Respect any curfew in effect within your group or in the locality.
- Travel in pairs at all times possible.
- Do not use motorcycles or other vehicles that increase risk of injury or death
- Wear a seat belt.
- Do not stay on the scene of an accident unless you are involved or must urgently assist a traveler.
- Do not engage in risky activities that may jeopardize your health and safety (ex: extreme sports: skydiving, scuba diving, bungee jumping, rock climbing, etc.).
- Make respectful, thoughtful and moderate use of social networks in terms of the stay, the travellers, the organization and the local population.

¹ Harassment is any vexatious conduct that manifests itself in repeated, hostile and unwanted behaviour, words, actions or gestures that undermine the dignity or physical or psychological integrity of a person.

ANNEX B- DECLARATION OF PRE-EXISTING CONDITION(S)

As the date hereof, I affirm and declare to be affected by the following personal condition(s):

In reference to the personal conditions mentioned above, I affirm and declare:

- Having received confirmation from Bishop’s insurance provider that any degradation of any of these personal conditions is covered by the insurance coverage subscribed by Bishop’s University or;
- Having made sure that I can bring my prescription drugs to the travel destination, or that with a prescription, I can find the same or similar medication to treat my condition in the destination country
- Having subscribed to a separate insurance policy, specifically for the following personal condition(s):

Name (Printed): _____

Signature: _____

Date (dd/mm/yyyy): _____

Witness _____

Date (dd/mm/yyyy): _____