

INTERNATIONAL MOBILITY TRAVEL WAIVER FOR STUDENTS

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

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

PLEASE READ CAREFULLY!

This agreement is to be read in conjunction with the Bishop's University Off-Campus Activity and Travel Policy and its related documents.

1. 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.
- 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 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.
- If I travel in a privately owned or rented vehicle, I declare that I have a valid driver's license, that the vehicle I will be driving is properly insured for the duration of the travel indicated, and that I accept all responsibilities and liabilities associated with the operation of the vehicle.

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 arising 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. Theft, vandalism loss of personal property, street crime, armed robberies, carjacking, sexual assault, credit card fraud, and other criminal activity.
3. Medical facilities of a lower standard and more limited than expected in Canada.
4. Infectious diseases and exposure to wildlife.
5. Hazards resulting from military and/or terrorist activity, previous or present, including unexploded land mines and munitions.
6. The fact that certain aspects of the travel are not subject to the direct control of the University.
7. Terrorism, protest activities, uprising, insurrection, or war whether declared or undeclared.
8. 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.
9. The fact that I may be homesick or lonely, or experience emotional and/or mental stress as a result of the Activity.

My responsibilities

I understand that above all, it will be my duty to take the means at my disposal to protect my health, safety and security at all times, and 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 follow safety precautions if attending large gatherings such as concerts or festivals. Please refer to the Bishop's University's Code of Conduct and Safety Guidelines (Annex A).
3. To respect and heed the safety advice of the Activity organizers and competent agents engaged by the University during the Activity.
4. To familiarize myself with the risks of a venture, to weigh those risks against the advantages, and to decide whether or not to participate.
5. To familiarize myself adequately, before leaving to participate in the Activity, with the customs, traditions, and laws of countries where the Activity will take place and to avoid all actions that would contravene them.
6. To attend all pre-departure training sessions offered by or on behalf of Bishop's International, to pay close attention to all pre-departure documentation provided to me, and to seek guidance from Bishop's International regarding any matter that is unclear to me.
7. 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.

8. 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.

2. Pre-existing Conditions and Insurance

I am aware that travel insurance policies contain exclusions for pre-existing health conditions and confirm having received approval from a health professional confirming that my state of health allows me to participate in this mandate.

In addition, I declare not suffering from one or more medical conditions for which I would not be insured while travelling abroad. If necessary or in case of doubt, I agree to check, in collaboration with Bishop's University, with the insurance company that my pre-existing health conditions are covered by my insurance during my stay abroad. Otherwise, I declare having subscribed to a personal insurance policy in this regard.

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.

4. Right of Refusal

I acknowledge that my involvement in the Activity mentioned above is voluntary and I have the right to refuse the mandate abroad or to withdraw at any time from my duties, following a verbal or written notice, without prejudice to my person, if I judge the level of risk is too high for myself. I acknowledge being aware of the terms and conditions included in Bishop's University's policies for repatriation requests during the Activity.

My signature below is affixed freely to indicate that I understand the meaning of the acceptance of these realities and in consideration of the authorisation granted to me by Bishop's University to participate in the above-mentioned activity.

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 understand this agreement may not be amended or interpreted except in writing from Bishop's University, and that no amendment or oral interpretation will be valid.

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,

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.

alcohol must be consumed responsibly, with little risk posed to 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.