

UNIVERSITY OF ALBERTA - FIELD ACTIVITIES (Non U of A Participants)

(Includes: field trips, field schools, research projects and courses/activities offered off campus)

ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING -- PLEASE READ CAREFULLY
by signing this document you accept important legal obligations and waive certain legal rights

TO: THE GOVERNORS OF THE UNIVERSITY OF ALBERTA (hereafter the "University of Alberta")
(Print Only)
Name of Participant Last Name: First Name:
Company Name:
Street Address:
City: Province: Country: Postal Code:
Phone Number: () Email Address:
Birth Date: mm/dd/yyyy: Reason for participation:
Emergency Contact: Last Name: First Name:
Relationship: Phone Number: () EXT:
Faculty/Department:
Field Activities (identify program or project): (hereafter the "Field Activities")
Dates: From: To:
Location: City(s): Province State Country

ASSUMPTION OF RISK

I am aware that by participating in the Field Activities I will be exposed to many inherent risks and dangers ("Risks") that may result in, among other things, mild or severe illness, physical injury, partial or total disability, death, and/or property loss or damage. These Risks include but are not limited to risks and dangers arising from:

- 1. TERRAIN AND PHYSICAL ENVIRONMENT whether visible / apparent or not, and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, injury or loss arising from falls on steep, slippery or uneven terrain, from falling rocks, trees or other objects, from obstructions, from other participants, from landslides, etc.;
2. TRAVEL including, without limitation, travel to and from any locales scheduled to be visited or not by any means whatsoever including, without limitation public or private bus, motor vehicle, boat, aircraft, helicopter, light fixed-wing aircraft, etc., and injury or accident from being the operator of a vehicle and loading/unloading equipment or supplies from vehicles and any manner of injury or loss of any nature whatsoever arising therefrom;
3. WEATHER and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, loss or injury resulting from exposure to weather conditions, including but not limited to cold, heat, sunlight, snow, ice, wind, hail, rain, sleet, fog, mist, etc.;
4. LOCATIONS and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, loss or injury arising from becoming lost or injured, the inability to receive prompt or any medical services for any reasons, war, terrorism, political unrest, riots, disregarding safety instructions, violence, etc.;
5. NON-HUMAN LIFE of any nature whatsoever, including, without limitation, any animal, insect, fish, bird, fungus, vegetation, bacteria or viruses and any injury or loss of any nature whatsoever arising therefrom;
6. EQUIPMENT, MACHINERY OR OTHER DEVICES including, without limitation, any equipment deployed in respect of the Field Activities or otherwise and any manner of injury or loss of any nature whatsoever arising therefrom including, without limitation, loss or injury arising from the use, misuse, malfunction or breakdown of any equipment, machinery or similar device that may be deployed or used;
7. OTHER HAZARDS including, without limitation, hypothermia, allergens, noxious gases, electrocution, shock, drowning, chemicals (including, without limitation, herbicides, pesticides, acid and caustic bases), radioactive nuclides, radiation, x-rays, flying rock chips, vandalism, or theft of property, and any manner of injury or loss whatsoever arising therefrom; and
8. FREE TIME including, without limitation, anything arising from my participation in activities or functions that are not directly related to the Field Activities, including, without limitation, tours, walks, hiking, shopping, sports activities, dancing, alcohol or drug ingestion, intoxication and/or alcohol/drug poisoning from alcohol or drugs I consume whether voluntarily or through coercion, and others and any injury or loss of any nature whatsoever arising therefrom.

I agree with the foregoing and freely accept and fully assume all Risks and acknowledge the possibility of, and agree to be solely responsible for personal injury, death, disability, property damage or loss resulting from the Risks.

Initials: _____

MEDICAL/HEALTH & TRAVEL INSURANCE

I ACKNOWLEDGE AND AGREE THAT I AM SOLEY RESPONSIBLE to select and purchase:

- 1. medical/health insurance adequate for the Field Activities and the circumstances I find myself in with respect thereto and having regard to the Risks and that no medical/health insurance will be provided by the University of Alberta. In the event of a medical/health problem, I acknowledge and agree that the University of Alberta accepts no responsibility for any costs associated with a medical/health problem not covered by my own personal plans nor will it pay for any medical/health expenses that may be incurred by me;
2. travel insurance adequate for the Field Activities and the circumstances I find myself in with respect thereto and having regard to the Risks and that no travel insurance will be provided by the University of Alberta. I acknowledge that any travel insurance I obtain should provide coverage against theft, personal accident, personal liability, repatriation (whether medical, political or in the event of death) and cancellation of tickets. The University of Alberta accepts no responsibility for any costs associated with these types of problems nor will it pay for any expenses that may be incurred by me relating to these areas.

I agree with the foregoing and freely accept and assume all responsibility to provide myself with medical/health and travel insurance coverage and agree to be solely responsible for any loss or injury of any nature whatsoever arising as a result of my failure to obtain such insurance or as a result of the type of insurance I purchase.

Initials: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the University of Alberta allowing me to participate in the Field Activities I agree:

1. **SUBJECT TO THE TERMS OF THIS AGREEMENT, TO ASSUME AND ACCEPT ALL RISKS** of any nature whatsoever arising out of, associated with or related to my participation in the Field Activities and with respect to any and all related activities including, without limitation, any activities conducted in my free time;
2. **TO RELEASE THE UNIVERSITY OF ALBERTA** from any and all liability of any nature whatsoever including, without limitation, breach of contract, or breach of any statutory or other duty of care including, without limitation, any duty of care owed under the *Occupiers' Liability Act* (Alberta) and for any loss, damage, injury or expense of any nature whatsoever that I may suffer or incur, or that my next of kin may suffer or incur as a result of my participation in the Field Activities or with respect to any and all related activities including, without limitation, any activities conducted in my free time.
3. **TO:**
 - a) be liable to the University of Alberta for; and
 - b) indemnify and hold harmless the University of Alberta, its agents, advisors, volunteers, directors and employees from and against; any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any losses, costs, damages and expenses of the University, including costs as between a solicitor and his own client) which may be brought or made against the University of Alberta or which the University of Alberta may pay or incur as a result of or in connection with:
 - i) my participation in any activities outside of the Field Activities including, without limitation any activities conducted in my free time;
 - ii) my participation in the Field Activities where any loss or damage of any nature whatsoever is caused by my negligence or wilful misconduct or any other cause;
 - iii) any cancellations, injury, loss, accident or delay occasioned by the proprietor, employee, or service of any hotel, hostel or other type of accommodation, resort, facilities and equipment, or mode of transportation used in conjunction with the above noted Field Activities; or
 - iv) any failure to disclose on the Emergency Information for Field Activities form any known medical condition that could endanger my health and/or life while participating in the above noted Field Activities.

This indemnity shall survive the expiry or earlier termination of this Assumptions of Risk and Indemnity Agreement.

Initials: _____

Protection of Privacy - The personal information requested on this form is collected under the authority of Section 33(c) of the *Alberta Freedom of Information and Protection of Privacy Act* and will be protected under Part 2 of that Act. It will be used for the purpose of implementing this Assumptions of Risk and Indemnity Agreement. Direct any questions about this collection to: *[insert contact information (position title, office mailing address and telephone number) of someone in the position to answer questions about the collection of information on this form].*

ACKNOWLEDGEMENT

1. I will follow and abide by any and all risk assessments, health and safety regulations and instructions received prior to or during the above noted Field Activities;
2. I acknowledge that while participating in the Field Activities that I represent the University of Alberta and I am subject to the same standards as any student or employee. I, therefore, agree to conduct myself accordingly at all times while on Field Activities and any free time.
3. I agree to follow all rules, guidelines, health and safety regulations, laws and any other considerations to be adhered to including the guidelines for after hour activities as set out by the course leaders and/or instructors (verbal or written). Failure to comply could/can result in my being removed from the Field Activities and sent home. The University of Alberta accepts no responsibility for nor will the University of Alberta pay for any costs incurred should I be required to return home early due to my behaviour and/or violations.
4. If as part of my duties / responsibilities I am required to drive during the Field Activities, I will meet all the necessary University of Alberta driver requirements and follow all policy and procedures related to those requirements.
5. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the University of Alberta other than what is set forth in this Agreement.
6. If requested by the University of Alberta, I will obtain a medical release from my physician authorizing my attendance and participation in the Field Activities.
7. 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.

I ACKNOWLEDGE that I have read, understood and agree with this Assumption of Risks and Indemnity Agreement; that I appreciate and accept the Risks; that I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and legal representatives may have against the University of Alberta; and that I have executed this Agreement voluntarily.

SIGNED THIS _____ day of _____, 20____, at Edmonton, Alberta.

Signature of Participating Student

Printed Name of Participating Student

Signature of Parent or Legal Guardian for Minor

Printed Name of Parent or Legal Guardian of Minor

Signature of Witness

Printed Name of Witness

This agreement must be completed in full (signed, dated, witnessed, and initialed where indicated) before any participant may begin Field Activities, including transport to a Field Activities location.