

## Consent for Participation, Risk Acknowledgment, Waiver & Indemnity for National & International Field Trips

By signing this legal document you:

- INDICATE THAT YOU HAVE UNDERSTOOD THE RISKS ASSOCIATED WITH THIS ACTIVITY
- GIVE UP CERTAIN RIGHTS INCLUDING THE RIGHT TO SUE
- AGREE TO ASSUME FINANCIAL RESPONSIBILITY FOR ANY INJURY OR DAMAGE RESULTING FROM THE STUDENT'S PARTICIPATION IN THE ACTIVITY
- INDICATE THAT YOU HAVE UNDERSTOOD AND AGREE TO ALL TERMS AND CONDITIONS INCLUDED IN THIS FORM

PLEASE READ CAREFULLY

In consideration for the participation of ("the Student"), (student's name):

\_\_\_\_\_, in this field trip that includes travel to \_\_\_\_\_

("the destination"), and all activities associated therewith, scheduled to commence approximately \_\_\_\_\_ 20\_\_ and terminate approximately , \_\_\_\_\_ 20\_\_ (the exact travel dates will be confirmed by the school within two weeks prior to departure) and organized by \_\_\_\_\_ School of the Elk Island Catholic Separate Regional Division No. 41 (herein after referred to as "the trip"),

I/We, the Student and the undersigned parent/guardian of the Student, AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

### General

1. I/We approve of and give permission for the Student to participate in this trip as part of the school's education program.
2. I/We understand that participation in the trip is voluntary.
3. I/We acknowledge that I/We have read and understood the Disclosure Letter dated \_\_\_\_\_ provided by the School outlining the particulars of the trip. (A copy of the Disclosure Letter is attached.)

4. I/We understand and agree that the trip starts when the Student boards a vehicle or aircraft used as a carrier on the trip, and finishes when the Student disembarks from a vehicle or aircraft at the time of completion of the Student's participation in the trip.

### **Assumption of Risk**

5. I/We understand and acknowledge that there are risks and hazards inherent in the very nature of the trip and as a result of the Student's participation in the trip. I/we have full knowledge of the nature and extent of these risks and acknowledge that by participating in the trip the Student may suffer personal injury, death, property damage, loss, delay, inconvenience and the cancellation or early termination of the trip, which injuries and losses are inherent in all activities/travel of this nature.

I/We understand and are aware that the inherent risks and hazards, to which the Student may be exposed while participating in the trip, include but are not limited to the following:

- Theft or loss of personal belongings
- Higher level of violence and crime than Canada
- Diseases which are not common in Canada
- Road system or transportation system different than and/or of a lower standard than that in Alberta
- Homesickness
- Cultural differences
- Lower safety standards
- Differing weather conditions than the Student is accustomed to
- Foreign laws, restrictions, regulations
- Canadians who are eligible for citizenship as a result of family connections in a given country (e.g. Greece) may be subject to compulsory military service
- Medical facilities which are of a lower standard than those in Canada
- Certain medical costs that are not covered by travel insurance
- Risks or hazards as a result of past or present military activity, political unrest or terrorist activities
- Suspension of travel
- Additional costs associated with extended or a prolonged stay
- Interruption of studies for a prolonged period of time

I/We acknowledge that I/we have reviewed and understood the most current travel report issued by the Canadian Department of Foreign Affairs and International Trade for the destination, including the risks detailed in the report.

I/We acknowledge that it is my/our responsibility to obtain and learn as much information as possible about the risks and hazards of the trip and to weigh those risks against the benefits of the trip, before consenting to the participation of the Student in the trip.

I/We nevertheless freely and voluntarily consent to the participation of the Student in the trip and agree to accept these risks and fully understand that I/we will be solely responsible for any loss, injury or damage sustained by the Student.

### **Waiver of Liability**

6. In consideration of the Student being allowed to participate in the trip with its inherent risks and hazards, I/we agree to:
  - waive any and all claims that I/we may have now or in the future against the Division, its elected officials and officers, employees, agents, volunteers, and representatives, or any of them in connection with the trip; and,
  - release the Division, its elected officials and officers, employees, agents, volunteers, and representatives, or any of them, from and against any and all liability for personal injury, death, property damage or loss that I/We or the Student may suffer, arising from any cause whatsoever, including the negligent acts or omissions of the Division, its elected officials and officers, employees, agents, volunteers and representatives, or any of them, as a result of the Student's participation in the trip.

### **Acts of God**

7. I/We understand and acknowledge that the Division, its elected officials and officers, employees, agents, volunteers, and representatives cannot accept responsibility for events over which it/they have no control, such as Acts of God, strikes or government restrictions and terrorist activities.

### **Tour Operators and Trip Cancellations**

8. I/We understand and acknowledge that the Division, and its employees, agents, volunteers, and representatives, (including those employees, agents, volunteers and representatives who will be accompanying student participants on the trip (hereinafter referred to as "teacher/chaperones")), or any of them, are not and do not represent themselves to be professional tour operators nor do they possess any special knowledge or expertise, on which I/we can rely, with regard to tour operations or traveling arrangements.
9. I/We understand and acknowledge that the Division, the Student and participants in the trip may be using the services of travel agents, airlines, common carriers, tour organizers, guides, or other similar agencies not directly controlled by the Division and that the Division accepts no responsibility for any acts or omissions of, or for any breach of contract, misrepresentation, negligence or error of, such parties, with respect to all matters in connection with the trip including, but not limited to, any with respect to the nature or extent of the trip, the lodging, food, transportation or other facilities provided or to be provided in conjunction with the said trip and any acts which may lead to cancellation or curtailment of the trip.
10. I/We understand and acknowledge that the Division may cancel the trip or any portion thereof at any time, for any reason, and that in such event I may not be entitled to a refund of all or any portion of the fees paid by me/us for the trip.

## **Indemnity**

11. I/We agree to indemnify and hold harmless the Division, its elected officials and officers, employees, agents, volunteers, and representatives, or any of them, from any and all claims, demands, expenses, costs (including legal costs), suits, debts, liabilities and causes of action for which it/they may become liable as a result of any personal injury, death, loss or property damage resulting from, occasioned to or suffered by me/us or any person or my/our or any property as a result of any act or omission of mine/ours in connection with the Student's participation in the trip.

## **Rules of Conduct, Termination of Participation and Waiver of Refund**

12. I/We recognize that participation in the trip is a privilege and I/We understand and agree that as a participant in the trip, the Student must abide by all rules, regulations and directions imposed upon the Student by the Division and its teacher/chaperones, service providers and authorized representatives, and that the failure by the Student to do so may result in the Student's participation in the trip being terminated immediately.
13. I/We understand and agree that the Division, its elected officials and officers, employees, agents, volunteers, and representatives, including without limitation its teacher/chaperones, or any of them, shall have no responsibility to or for the Student when: the Student is absent from trip sanctioned activities, such as unauthorized visits to friends or relatives; the Student breaches the regulations and rules of the trip; or, the Student willfully departs the trip without authorization.
14. I/We recognize that it is the Student's sole responsibility to acquaint him/herself with all such rules and regulations established by the Division and its teacher/chaperones, service providers and authorized representatives.
15. I/We also understand and agree that as a result of the Student disobeying any such rules, regulations and directions, that the teacher/chaperones may send the Student home at my own expense, and that if the Student is sent home this will also result in a waiver of the right to a refund of any part of the fee paid for the trip.
16. I/We also understand and agree that such termination of the Student's participation in the trip will not relieve me from the obligation to pay any debt that I/We have incurred with respect to the trip.

## **Medical Emergency**

17. I/We declare that the Student is physically sound and not suffering from any condition, impairment, infirmity or illness that would prevent the Student's participation in the trip except as hereinafter stated.

18. I/We acknowledge that the following is information about the Student that the Division and its teacher/chaperones, service providers and authorized representatives need to know for purposes of this trip (medical (including but not limited to medication needs, allergies, or medical conditions), physical, emotional or otherwise):

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19. I/We agree that the Division may, through its teacher/chaperones, agents or employees, secure such medical advice and services as it, in its sole discretion, may deem necessary for the health and safety of the Student in the event of an emergency, and the Student's parent/guardian shall be financially responsible for the provision of such emergency services.

20. I/We confirm that the following is the emergency contact information for the Student:

Emergency Contact Name: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Telephone Number(s) for Emergency Contact: \_\_\_\_\_

Alberta Health Care Number: \_\_\_\_\_

### **Documentation and Insurance**

21. I/We understand that the Division does NOT carry insurance that would cover the Student for participation in the trip or in any other school activity.

22. I/We understand that it is my/our responsibility to ensure the necessary travel documents (including passport and visa), and insurance, including but not limited to, out-of-country medical insurance, accidental death, disability and dismemberment insurance and travel insurance, are secured prior to the trip. We understand it is my/our responsibility to provide the school with proof of all insurance coverage.

### **Miscellaneous**

23. I/We acknowledge that the Student meets all of the prerequisites required for participation in the trip and agree to ensure the student has adequate clothing and equipment to participate in the trip.

24. I/We understand that this consent, waiver, assumption of risk and indemnity agreement is a legal agreement and I/We agree to be bound by its terms.

25. I/We did not rely upon any promises, inducements, representations or agreements including, but not limited to, any oral statements made by or on behalf of the Division, its elected officials and officers, employees, agents, volunteers, and representatives, or any of them, the effect of which would be to modify or vary the terms of this agreement.
26. I/We understand that the obligations of the Student and the undersigned parent/guardian set out herein are joint and several.
27. I/We understand that if any of the terms or conditions of this agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction the remainder of the agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected.
28. I/We understand that this agreement may only be amended or modified if it is amended or modified in writing by the Division and acknowledged in writing by me.
29. I/We understand that the headings used in this agreement are for convenience only and are not to be considered a part of this agreement, and do not in any way limit or amplify the terms and provisions of this agreement.
30. I/We acknowledge and agree that this agreement shall be binding upon and ensure to the benefit of my and the Student's respective heirs, successors, personal representatives and assigns.

**I/We, the Student named herein and the undersigned parent/guardian acknowledge that we have read and fully understood this agreement and accept the risks of participating in the trip.**

Dated at \_\_\_\_\_ in the Province of Alberta,  
 this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

|  |                                       |
|--|---------------------------------------|
| _____<br>Printed Name of Parent/Guardian                         | _____<br>Signature of Parent/Guardian |
| _____<br>Printed Name of Witness to Signature of Parent/Guardian | _____<br>Signature of Witness         |
| _____<br>Printed Name of Student                                 | _____<br>Signature of Student         |
| _____<br>Printed Name of Witness to Signature of the Student     | _____<br>Signature of Witness         |

**This form must be completed in full, signed, dated and witnessed before the Student will be permitted to participate in the trip.**

*The information collected on this form is collected pursuant to the FOIPP Act of Alberta, to be used to organize and coordinate a school field trip. If you have questions about the collection, use or disclosure of the information collected on this form, please contact the EICS FOIPP Coordinator at 780.467.8896.*