

UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY
Assumption of Risks, Responsibility, Release, Waiver, and Indemnity Agreement

Warning! By Signing This Legal Document, You Give Up Certain Legal Rights, Including The Right To Sue.

PLEASE READ CAREFULLY

In consideration of my participation in the international exchange/internship/study/research [Program] offered by the University of Ontario Institute of Technology (UOIT), Oshawa, Ontario, I agree as follows:

1. **Assumption of Risks:** I understand that participation in an international exchange/internship/study/research (the "Program") will take me away from campus for an extended period of time. During this period, I understand that I will be in an unfamiliar surrounding and will be exposed to risks to my person and possessions.

I understand that I may suffer physical injury, sickness or death, or damage to my property as a result of my participation in the Program; and that there is a possibility of violence and crime, civil unrest, homesickness, and loneliness. I freely and voluntarily accept and assume all such risks, dangers and hazards. Accordingly, I understand that despite its efforts, UOIT may not be able to ensure my complete safety at all times from such risks and dangers. I have or will review prior to my departure the website www.voyage.gc.ca to be informed of the risks of travelling to the respective country(ies) of the Program.

2. **Assumption of Responsibility:** I will abide by all applicable UOIT and host institution policies, and laws of the host country, and ensure that I have adequate medical, personal health, dental and accident insurance coverage, as well as protection of my personal possessions.

More particularly, I appreciate UOIT does not carry accident or injury insurance for my benefit and also that there may be certain matters for which I could be held at fault personally if the accompanying circumstances do not relate to or arise from my education or if my activities or conduct fall short of what would be considered a reasonable standard for an individual in my position. In these cases I will be accountable in all respects for my own actions and not ask UOIT, its Board of Governors, officers, employees, and agents to accept the consequences thereof. Further, I will be responsible for any claims made against UOIT in relation to such actions.

I acknowledge that I have been advised by UOIT of such risks, dangers and hazards as well as the need to act in a responsible manner at all times. My signature below is given freely in order to indicate my understanding of the acceptance of these realities and in consideration for being permitted by UOIT to participate in the Program. I have read and agree to the attached appendices: Behavioural requirements; Immunization, Immigration, Travel and Housing Arrangements; Medical and Hospitalization Insurance; Consent to Disclose Personal Information in an Emergency; Contact with UOIT and; Changes to the Program. Where applicable, I recognize that UOIT will not supervise any of the host institution academic programs, living arrangements, or extracurricular activities during my participation in the Program.

3. **Release, Waiver and Indemnity:** I hereby release and waive as against UOIT, its Board of Governors, officers, employees, agents and volunteers (the "Released Parties") from any and all losses, damages, injuries including death, claims, demands, lawsuits, expenses including legal fees and disbursements, and any other liability of any kind, directly or indirectly arising out of or in connection with my participation in the Program INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE.

I shall indemnify and hold harmless the Released Parties from any and all losses, liabilities, damages or costs, directly or indirectly arising out of or in connection with my participation in the Program due to any cause whatsoever.

I understand that this Agreement cannot be modified or interpreted except in writing by UOIT and that no oral modification or interpretation is valid. This Agreement is effective and binding upon my heirs, next of kin, executors, administrators, representatives and assigns. I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, representatives and assigns may have against the Released Parties. 4. Any litigation involving the parties to this Agreement shall be brought within the Province of Ontario

I HAVE READ THIS DOCUMENT CAREFULLY AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.

(Please Print)

Student Name: _____ Student Number: _____

Permanent Address: _____

(street, city, province, postal code)

Permanent Telephone: (____) _____

(Signature of Participant)

(Witness as to Signature of Participant)

Date:

Privacy: Personal information in connection with this form is collected under the authority of The University of Ontario Institute of Technology Act, 2002 and will be used for the purpose of administering your participation in the Program and related purposes. If you have any questions about the collection, use and disclosure of your personal information by UOIT, please contact the International Office, UOIT tel: 905 721 8668 ext 5481.

ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT

University of Ontario Institute of Technology

In consideration of acceptance as a participant in the University of Ontario Institute of Technology international exchange/internship/study tour (the “Program”), I, _____ (**Print First and Last Name**) agree to the following terms and conditions:

1. Behavioural requirements

- (a) I shall attend all meetings and events held within the Program including predeparture orientation sessions organized by University, and any orientation arranged by the host organization/employer.
- (b) I shall abide by the regulations and requirements of the host organization including attending at the host location for the regular working hours that it prescribes and respecting its professional dress code and other pertinent traditions and laws of the host organization and the host country.
- (c) I shall abide at all times by UOIT policies, procedures, guidelines and regulations governing my conduct, such as but not limited to Student Conduct and Disciplinary Procedures, and Policy on Academic Conduct.
- (d) I understand that UOIT does not guarantee the duration or character of the international exchange/internship/study tour/research or take any responsibility for the rules or restrictions that the host organization or host country imposes on me.

3. Immunization, Immigration, Travel and Housing Arrangements

- (a) I am responsible for obtaining all the vaccinations and travel documents that I need for the Internship. I am responsible for informing myself about, and complying with, any applicable immunization requirements of either the host country and/or Canada.
- (b) I shall make all of my own travel arrangements to, in and from the host location including any immigration/visa requirements, and to arrange for my own housing in the host country. I acknowledge that UOIT does not warrant the quality or safety of any accommodation and is not responsible for the acts or omissions of the operators of any place of accommodation in the host country.
- (c) I shall notify in advance the International Office, of my outward and return travel arrangements and any independent travel plans I may make during the course of my Internship.

4. Medical and Hospitalization Insurance

- (a) I shall obtain adequate medical and hospitalization insurance for the entire period of my international exchange/internship/study tour.
- (b) I take full responsibility for any special medical, dietary or other needs that I may have, and for arranging their accommodation during the international exchange/internship/study tour.

5. Consent to Disclose Personal Information in an Emergency

I give permission for UOIT to disclose personal information about me to third parties if that is in my best interests, such as in order for me to receive emergency medical care in the host country or assistance from a Canadian Consulate/Embassy or other government representative.

6. Contact with UOIT

I shall maintain contact with my Emergency Contacts (see attached) and with the International Office, UOIT in accordance with directions given by the International Office or designate.

7. Changes to the Program

I understand that while every effort will be made to provide me with the international exchange/internship/study tour anticipated herein, UOIT and the host organization reserve the right to make changes to any aspect of the Program. UOIT is not liable to me in any way if the international exchange/internship/study tour is changed or cancelled for any reason whatsoever.