DOMESTIC TRAVEL - NON-CREDIT ~ ADULT WAIVER

TO: College of the Humanities, Carleton University

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

EMAIL ADDRESS OF PARTICIPANT: _____

NAME/TITLE OF TRIP: Trip to NAC
(referred to as "this Trip" throughout this agreement)

LOCATION(S) OF TRIP: NAC
(referred to as "this Location" throughout this agreement)

DATE(S) OF TRIP: From: 20 Nov 2026 To: _____

PREAMBLE:
This Trip is an exceptional educational/working opportunity, but it is not without certain risks, dangers, hazards and liabilities to all participants. These include, but are not limited to, personal injury, death, property damage, expense and other loss(es), delay or inconvenience and **this Trip's** cancellation or curtailment. All participants taking part in **this Trip** are required to accept these and other risks as a condition of their participation in this program. The Risks set forth below are intended to enable participants to better understand the various risks involved in **this Trip.**

NOTE: Please consult with your physician regarding any pre-existing conditions you may have, that may affect your participation in this Trip.

ASSUMPTION OF RISKS:

There are inherent risks, dangers and hazards to which I may be exposed to while participating in **this Trip**. I understand that it is my responsibility to be informed about the inherent risks in **this Trip** and to take appropriate precautions to avoid risks and dangers. Risks include, but are not limited to:

Any manner of harm, injury, illness, death or property damage suffered by or resulting from:

- Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water;
- Use, misuse, non-use and failure of any equipment;
- Travel by motor vehicle, watercraft, aircraft or any other means of transportation resulting in accidents, injuries or delays, poor road conditions, etc.;
- Contact with wildlife, domestic or production animals that may carry diseases and parasites or whose behaviour may result in injuries to the traveler;
- Different environmental and weather conditions;
- Risks resulting from political unrest, military and/or terrorist activity, previous or current; and
- The possibility that **This Trip** may be cancelled or not be completed or individual activities may be curtailed or cancelled, due to weather, flooding, illness, political disturbances, terrorism, vehicle accidents, transportation problems, failure to perform on the part of the travel agents, guides, airlines or transportation companies, problems relating to customs, immigration or visa requirements, or other circumstances either within or beyond the control of Carleton University and the College of the Humanities.
- Loss, damage, injury, illness, death or expense that I may, or that members of my household(s) may suffer, including the contraction of a Communicable Disease as a result of my participation in this Activity. Communicable Diseases include, but are not limited to, any disease that can be transmitted from one person to another including viruses, bacteria, parasites or other organisms.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Carleton University allowing my participation in **this Trip**, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Carleton University and the College of the Humanites and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");
2. TO RELEASE THE RELEASEES 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 **this Trip** due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, RSA 2000 c. 0-4 AS AMENDED ON THE PART OF THE RELEASEES;

_____(Initial here that you have read paragraph 2.)

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in **this Trip**;

4. I understand that it is my responsibility to learn as much as possible about the risks of **this Trip** and to weigh those risks against the advantages, and to decide whether or not to participate.

5. Carleton University and/or myself may be using the services of independent travel agents, travel guides and transportation companies. I understand and accept that the Carleton University cannot accept responsibility for the conduct of these independent agencies.

6. THAT if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(s) in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment.

NA (Initial here that you have read paragraph 6.)

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.

8. This Waiver shall be governed by and construed in accordance with the laws in force in the province of Ontario and the federal laws of Canada, as applicable. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to **this Trip** and this Waiver and the parties hereby attorn to the jurisdiction of Ontario courts.

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

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this_____day of_____,_____.

_____ _____

SIGNATURE OF PARTICIPANT WITNESS SIGNATURE (Non Family Member)

_____

WITNESS NAME (please print)

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and the paragraph Assumption of Risks must be completed including paragraphs 2 and 6 must be initialed before the participant may participate in this Trip.