

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

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

PLEASE READ CAREFULLY!

ACTIVITY: Student Placement to _____

DATES OF ACTIVITY: _____

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

ASSUMPTION OF RISKS

I am aware that there are potential risks and liabilities associated with the circumstances arising from the conditions of living, working and studying in a foreign country. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, violence, property damage or loss, during all the time of my participation in a Nipissing University placement and/or resulting from the travel arrangements and any other related activities during this placement.

ASSUMPTION OF RESPONSIBILITY

I understand that it is my responsibility to abide by the laws and respect the customs of the host country, and to ensure that I have adequate medical, personal health, dental, accident and travel insurance coverage, as well as protection of my personal possessions. I understand that my participation in this placement and associated travel is my sole responsibility and I assume all financial responsibility, including debt, arising from such circumstances. I acknowledge that I have availed myself of briefing opportunities offered by Nipissing University. I agree to follow any directive issued by the Canadian Embassy in the host country. I undertake to advise Nipissing University of any changes in the arrangements for my international practice teaching placement.

I understand that, while abroad, my activities could jeopardize the safety of local hosts and/or of Nipissing University's partner institution in the placement program. I will not participate in any activity, including political activity, which might endanger or prejudice either party.

It is understood that Nipissing University, through its appointed officers, can require my withdrawal from the Placement for conduct unbecoming a student of Nipissing University, and will be the sole authority in exercising that judgement.

I understand that this Agreement cannot be modified nor interpreted except in writing by Nipissing University and that no oral modification or interpretation shall be valid.

**ASSUMPTION OF RISKS & RESPONSIBILITY, WAIVER OF CLAIMS,
RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (Contd.)**

In consideration of my acceptance to participate in this program, I agree as follows:

1. To waive any and all claims that I have or may have in the future against Nipissing University and its members, officers, employees, students, and agents (all of whom are hereinafter collectively referred to as "the Releasees");
2. To fully and completely release the Releasees from any and all liability for any loss or damage of property, personal injury or expense that I or my Next of Kin may suffer, as a result of my participation in this program due to any cause whatsoever including, but not limited to, negligence, breach of contract or breach of any statutory or other duty of care, delay, expense resulting from events beyond their control, acts of God, civil unrest, sickness, transportation, scheduling and government restrictions or regulations;
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 program; and
4. 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 the Releasees other than what is set forth in this Agreement.

I appoint the following person my designated Next of Kin and authorize Nipissing University and the host institution to contact that person for or with information about me in my absence. I have fully informed my Next of Kin regarding all aspects of my student exchange program, including the nature of possible risks.

(Please Print):

Next of Kin: _____ Home Tel.: (____) _____

Address: _____ Bus. Tel.: (____) _____

I have read and understood this Agreement and **I am aware that by signing this legal document I am waiving certain 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 _____, 20 _____ _____
(Signature of Participant)

(Print name of Witness) _____ (Signature of Witness)

I have been advised to review my present health insurance plan regarding out-of-country coverage in light of the risks that I may experience during my sojourn abroad and I have reviewed the health information sheet "*Do you know about health insurance for study abroad?*"

STUDENT'S NAME *(Please print)* _____

STUDENT'S SIGNATURE: _____ DATE: _____

This Agreement must be completed in full, signed, dated and witnessed before the participant may be accepted for international practice teaching.