Indian Student Association

Annual Summer Trip, Jasper AB (July 2nd, 2016)

WARNING! BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY! PARTICIPANTS MUST BE 18 OR OLDER

Name of Participant	Last Name:			First Name:				
Street Address:								
	City:		Province:			Country:		Postal Code:
Phone Number:	()		Email Address:					
Birth Date:	mm/dd/year:	m/dd/vear		cation number: nt or Employee ID)				
Emergency Contact:	Last Name:				First Name:			
Relationship:			Phone Nu	mber:	()	EXT:	

DISCLAIMER CLAUSE

Indian Student Association; the Students' Union, University of Alberta, and the Governors of the University of Alberta, their executive, officers, directors, employees, volunteers, members and representatives (hereafter referred to as "the Club") are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the Annual Summer Trip, Jasper AB and all related activities (hereinafter referred to as "club activity"), including injury, loss or damage which might be caused by the negligence of the Club.

ASSUMPTION OF RISKS

In consideration of my participation in the "club activity", I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with the "club activity", including the possible risk of severe or fatal injury to myself or others. The "club activity" activities carry many inherent risks, which include but are not limited to the following:

- a. risks associated with travel to and from all locations, venues and destinations of the various components including transportation provided by public or private motor vehicle or hired service provider along with the hazards of being separated from my peers;
- b. the possibility of physical injury to myself and other participants such as muscle strain, broken bones, concussion, soft tissue damage, infectious diseases, cardiac arrest, through regular participation;
- c. serious injury or death by failing to follow directions from those in charge of the "club activity";
- d. intoxication and/or alcohol poisoning from the alcohol I consume whether voluntarily or through coercion resulting in illness, injury or death;
- e. medical problems arising before, during or after the planned activities;
- f. the risks associated with returning to my residence once arriving back in Edmonton.

I freely accept and fully assume all such risks, dangers and hazard and the potential of personal injury, death, permanent disability, property damage or loss resulting there of.

INITIALS_____

Protection of Privacy - The personal information requested on this form is collected under the authority of Section 33(c) of the <u>Alberta Freedom</u> <u>of Information and Protection of Privacy Act</u> and will be protected under Part 2 of that Act. It will be used for the purpose of implementing this waiver. Direct any questions about this collection to: the Office of the Dean of Students at 780-492-4145.

MEDICAL/HEALTH & TRAVEL INSURANCE

I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health & travel insurance. No medical/health & travel insurance will be provided by the Club. In the event of a medical/health problem, the Club accepts no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses, which may be incurred by the participant.

INITIALS_____



INDEMNIFICATION, WAIVER OF CLAIMS AND RELEASE OF LIABILITY

In return for the Club allowing me to voluntarily participate in the "club activity", I agree:

- 1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participating in the "club activity" and all related activities, even though such risks may have been caused by the negligence of the Club;
- TO RELEASE THE CLUB from any and all liability from 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 the "Club activity" due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care;
- 3. TO HOLD HARMLESS AND INDEMNIFY THE CLUB:
 - a) from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the "**club activity**";
 - b) for any cancellations, injury, loss, accident or delay occasioned by the proprietor, employee, or service of any hotel, hostel or other type of accommodation, ski resort facilities and equipment, or mode of transportation used on the "**club activity**".
 - c) from any and all claims, demands, actions and costs which might arise out of my participating in the "**club activity**"_and all related activities, even though such claims, demands, actions and costs may have been caused by the negligence of the Club

ACKNOWLDEGEMENT

- 1. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, and that I have executed this agreement voluntarily.
- 2. I acknowledge that students of the University of Alberta are subject to the University of Alberta's Code of Student Behaviour and that I represent the University of Alberta. I, therefore, agree to conduct myself accordingly at all times while on the "**club activity**".
- 3. I agree to follow all rules, guidelines, health and safety regulations, laws and any other considerations to be adhered to as set out by the event organizers, venue management, emergency/law enforcement officials and/or any other governing body with jurisdictional authority (verbal or written). Failure to comply could/can result in my being removed/evicted from the "Club activity", ticketed/fined, trespassed and sent home. The Club accepts no responsibility for nor will the Club pay for any costs incurred should I be required to return home early due to my behaviour and/or violations.
- 4. This Agreement shall be effective and binding upon myself, my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

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

Signature of Member/Participant (must be over 18)

Print Name

Signature of Witness

Print Name

Note: Document must be copied to a single page back to back when used. Signed documents must be filed with the Office of the Dean of Students and be kept for a minimum of five years.