

# HIGH RISK FIELD TRIP OR ACTIVITY WAIVER

# WARNING: BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. <u>PLEASE READ CAREFULLY</u>.

Participant's name: (herein after called 'Participant')	Last	First	Initial
Participant's address	Street		
	City	Province	Postal Code
Date of birth	Field Trip Name and Dates		

#### PREAMBLE

Royal Road University and (NAME OF FACULTY/SCHOOL), their agents, officials, officers, directors, employees, volunteers, contractors, servants or representatives (hereinafter refer to as "The Releasees) are not responsible for any death, injury, loss or damage of any kind suffered by any person while participating in this Field Trip (the "Field Trip) and all related activities including injury, loss or damage which might be caused by the negligence of THE RELEASEES.

I understand and acknowledge the **preamble above** - (initial box):

### STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE

I understand that my participation in the Field Trip requires a minimum LEVEL OF FITNESS AND HEALTH (physical, mental and emotional) and I hereby WARRANT I am in good physical and mental health, and I am able to fully participate in the Field Trip and make informed, objective decisions.

I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health insurance. The Releasees will provide no medical/health insurance. In the event of a medical/health problem, the Releasees accept no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses that may be incurred by the participant.

I AM SOLELY RESPONSIBLE to select and purchase adequate travel insurance. The Releasees will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets among other coverages. The Releasees accept no responsibility for any costs associated with these types of problems nor will they pay for any expenses that may be incurred by the participant relating to these areas.

I acknowledge the statement of physical and mental fitness, insurance as noted above - (initial box):



## UNDERSTANDING AND ACKNOWLEDGMENT OF RISKS

In consideration of my participation in the Field Trip and all related activities, I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with the Field Trip and all related activities including THE POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to:

- Risks associated with travel to and from all venues of the various components including transport by public or private motor vehicle which could include but are not limited to an accident resulting in severe physical injuries or death;
- Intoxication and/or alcohol poisoning from the alcohol I consume during the Field Trip and all related activities whether voluntarily or through coercion resulting in illness, injury or death;
- Food-related illness resulting from any meal arranged for me by the Field Trip organizers;
- Muscular injuries and soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head, facial eye and/or dental injuries which might result from participation in the Field Trip;
- Injuries resulting from falling or being knocked down or steep steps where a fall may cause injury or death;
- Injuries resulting from rough terrain, failure to see an obstacle, failure to negotiate a turn, etc.;
- Injuries resulting from walking on a hill, slipping and/or falling;
- Injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by myself or the staff of THE RELEASEES;
- Changes in weather or temperatures which may result in hypothermia, frostbite, windburn, sunburn, colds or flu;
- Death, injuries or illness resulting from failure to follow directions from those in charge of the program and all related activities;
- The risks associated with returning to my residence after participating in the program and/or related activities; and,
- Other risks associated with being a spectator of or being present at a crowded, outdoor or indoor event.

I understand and acknowledge the **risks noted above** - (initial box):

# RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In return for allowing me to voluntarily participate in the program and all related activities, I agree:

- 1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participation in the Field Trip and all related activities even though such risks may be caused by the negligence of the Releasees;
- TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I might sustain while participating in THE UNIVERSITY OR (NAME OF FACULTY/SCHOOL) Field Trip and all related activities even though such risks may be caused by the negligence of the Releasees;
- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES 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 Field Trip and all related activities;
- 4. TO HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES, their officers, directors, agents, volunteers, employees and representatives from liability for any, and all claims, demands, actions and costs



which might arise out of my participation in the Field Trip and all related activities, even though such claims, demands, actions and costs may be been caused by the negligence of The Releasees.

I accept and assume all risks both and hereby release Royal Roads University from all liability, waive all claims against Royal Roads University and agree to indemnify Royal Roads University as listed above.

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#### MEDICAL CONDITIONS

I agree to advise the organizers of the trip prior to the start of the event of any existing medical conditions or injury.

(initial box):  $\lfloor$ 

#### ACKNOWLEDGMENT AND ACCEPTANCE OF THE EFFECT OF THIS AGREEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

Signed thisday of, 2024
SIGNATURE OF PARTICIPANT
WITNESS SIGNATURE
PRINT WITNESS NAME
WITNESS ADDRESS & PHONE NUMBER