

# Huron



## Travel Waiver

To: Huron University College (“Huron”)

Participant Name (the “Participant”): \_\_\_\_\_

Destination: \_\_\_\_\_

Dates of Travel: \_\_\_\_\_

Program: \_\_\_\_\_

### 1. Voluntary Participation

The Participant acknowledges and agrees that he or she will travel to the Destination during or around the Dates of Travel listed above (the “Trip”). The Participant acknowledges and agrees that his or her participation in the Trip is voluntary and upon his or her own initiative, risk and responsibility.

### 2. Acknowledgement of Risks

The Participant acknowledges and agrees that he or she understands and accepts all of the risks involved with the Trip, including without limitation, risk of injury, death, illness, delay of travel, disease, war, political unrest, natural disaster, crime, lack of access to adequate medical care, as well as exposure to and potential compliance with foreign laws, customs and practices of foreign governments.

The Participant further acknowledges and agrees that travel to the Destination may involve travel to other locations and countries and hereby acknowledges and accepts the risks associated with the same.

The Participant further acknowledges and agrees that the foregoing list of risks is not exhaustive and that he or she may face other risks, challenges, difficulties, and expenses, and accepts the same and voluntarily chooses to participate in the Trip.

### 3. Medical

The Participant confirms that he or she has consulted with healthcare professionals regarding any inoculations and medications recommended with respect to the Trip, and hereby declares and agrees that he or she does not suffer from any illness or medical condition that will restrict his or her ability to participate in the Trip, or in the event of such an illness or medical condition, the Participant declares that he or she has arranged for adequate accommodations and accepts all risks associated with the same.

The Participant declares that he or she has arranged appropriate medical and travel insurance coverage with respect to the Trip. The Participant acknowledges and agrees that the Participant may not be covered under any insurance policy held by Huron, and that Huron has no obligation to provide insurance coverage for the Participant.

#### **4. Independent Legal Counsel**

The Participant acknowledges and agrees that he or she has had the opportunity to consult independent legal counsel with respect to this Waiver or has waived his or her right to the same.

#### **5. Release and Indemnity**

In consideration of the Participant's participation in the Trip, and for good and other valuable consideration, the Participant hereby acknowledges and agrees as follows, on his or her on behalf, and on behalf of the Participant's successors, assigns, executors, and next of kin:

- (1) To waive any and all claims, whether in contract or in tort, that the Participant has or may in the future have against Huron and its directors, officers, professors, instructors, employees, agents, support personnel and other representatives (all of whom are hereinafter collectively referred to as the "Releasees") as a result of the Participant's participation in the Trip;
- (2) To release the Releasees from any and all liability for any loss, damage, injury (including death), or expense that the Participant may suffer or that his or her next of kin may suffer as a result of the Participant's participation in the Trip, due to any cause whatsoever, including without limitation, breach of contract, misrepresentation, negligence, or misconduct on the part of the Releasees;
- (3) To hold harmless, defend and indemnify the Releasees from any and all liability for any loss, damage, injury (including death) or expense to any person, resulting from the Participant's participation in the Trip; and
- (4) To comply with all rules, policies, regulations and laws applicable to the Destination or instituted by Huron from time to time with respect to the Trip. Further, the Participant acknowledges that failure to abide by any such rules, policies, regulations and laws may result in the immediate termination of his or her ability to participate further in the Trip.

#### **6. Governing Law**

The Participant acknowledges and agrees that the laws of the Province of Ontario and the laws of Canada shall apply with respect to this Waiver and any dispute or claims made in respect of the Trip by the Participant

**[SIGNATURE PAGE ON NEXT PAGE]**

**DATE:** \_\_\_\_\_

**If the Participant is over the age of 18 years:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**If the Participant is under the age of 18 years:**

I represent that I am the parent, guardian or agent of the Participant and I have the authority to enter into this Waiver on my behalf and on behalf of the Participant, being both thereafter bound by the terms and conditions of this Waiver.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Parent  Guardian  Agent  of Participant.

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Updated: December 2017