



Liability Waiver for International Learning Programs

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement:
By signing this document you will waive certain legal rights, including the right to sue.
Please read carefully.

PREAMBLE:

International Learning Programs are exceptional educational opportunities, but they are 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, delay or inconvenience, and course cancellation or curtailment. All persons taking part in International Learning Programs are required to accept these and other risks as a condition of their participation in this venture. Nova Scotia Community College (NSCC) and the country hosts will not accept any liability for injury, loss, damage or expense sustained as a result of any person's participation in an International Learning Program ("Program"). The Statement of Risks set forth below is intended to enable participants to better understand the various risks involved in the Program. All Program participants will be required to sign the release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement set forth below, which will release NSCC and the country hosts, and their representatives, from any future claims which might arise as a result of the applicant's participation in the Program.

STATEMENT OF RISKS

The Program involves the risks, dangers and hazards to which all international travelers are exposed. These include, but are not limited to, a sometimes unreliable transportation system, diseases, and different political systems. The medical facilities may be of a different standard than what might be expected in Canada. AIDS is a serious health risk throughout the world, and in many countries around the world, there is potential for crime.

The Program will be using the services of independent travel agents, buses and airlines. NSCC and the country hosts cannot accept responsibility for the conduct of these independent agencies. It is always possible that the Program might not be completed, or that individual courses or activities may be curtailed or cancelled, due to weather, illness, political disturbances, terrorism, motor vehicle or transportation accidents, transportation problems, political or ethnic violence, failure to perform on the part of the travel agents or airlines, problems relating to customs, immigration or visa requirements, or other circumstances either within or beyond the control of NSCC or the country hosts.

All participants in the Program will be required to attend orientation and safety lectures on these and other risks and on the student behaviour required to minimize risk and disruption during the course of the Program. It is the responsibility of each participant of the Program to learn as much as possible about the risks of the venture, to weigh those risks against the advantages, and to decide whether or not to participate. NSCC and the country hosts, and their professors, instructors and support personnel for the Program cannot and will not assume liability in respect of any of these risks, dangers, hazards and liabilities. NSCC and the country hosts accept no responsibility and assume no liability with respect to any academic, vocational, medical, financial, or tax advice received by a participant concerning the Program.

TO NSCC:

I, _____, am aware that the International Learning Program involves many risks, dangers, hazards and liabilities including but not limited to those referred to in the PREAMBLE and STATEMENT OF RISKS set forth here. I freely accept and fully assume all such risks, dangers, hazards and liabilities and the possibility of personal injury, death, property damage loss, expense or inconvenience resulting therefrom.

In consideration of NSCC accepting my application to the International Learning Program and allowing me to participate in the Program, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS, whether in contract or in negligence, that I have or may in future have against NSCC and its directors, officers, instructors, facilitators, employees, agents, support personnel and other representatives (all of whom are hereinafter collectively referred to as 'the Releasees') as a result of my participation in the International Learning Program;
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 the International Learning Program, due to any cause whatsoever, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from my participation in the International Learning Program;
4. THAT THIS AGREEMENT shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

Through my signature below, I hereby state that:

I have read and understood this Agreement prior to signing it; I am aware that by signing the Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

Signed this day _____ of _____, 20_____

Witness: _____ Witness Name: _____

Signature: _____ Name of participant: _____