

## 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 OR CLAIM COMPENSATION FROM THE NOVA SCOTIA COMMUNITY COLLEGE, AMONG OTHERS AS SET OUT HEREIN.  
**PLEASE READ CAREFULLY.**

#### **PREAMBLE:**

International Learning Programs are exceptional educational opportunities, but they are not without certain risks to participants. All participants in International Learning Programs are required to accept these risks as a condition of their participation. Nova Scotia Community College ("NSCC") and the country hosts will not accept any liability resulting from 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 and Waiver of Claims, Assumption of Risks and Indemnity Agreement set forth below, which will release NSCC and the country hosts, and their representatives, agents or employees from any future claims which might arise as a result of the applicant's participation in the Program.

#### **STATEMENT OF RISKS**

The Program involves risks to which all international travelers are exposed. These include, but are not limited to, unreliable transportation, sickness, differing healthcare standards, civil unrest or political disturbances, political or civil violence, terrorism, crime, extreme weather and natural disasters, government restrictions or regulations (including customs, immigration, and visa requirements), negligence or interruption of business operations of third-party service providers (such as travel agents and airlines), and other circumstances beyond the control of NSCC, its representatives, agents or employees. It is always possible that a Program might not be completed, that individual courses or activities may be curtailed or cancelled, or that losses or damages may be sustained, due to these and other risks.

All participants in the Program will be required to attend orientation and safety lectures on these and other risks 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's travel guide (<http://international.nsc.ca/>), the Government of Canada ([travel.gc.ca / voyage.gc.ca](http://travel.gc.ca/)) and the Centers for Disease Control and Prevention ([wwwnc.cdc.gov/travel](http://wwwnc.cdc.gov/travel)) may assist participants in this process. NSCC and the country hosts, and their representatives, agents or employees will not assume liability in respect of these or any other risks. 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:**

In consideration of NSCC permitting the individual named below ("I" or "me") to participate in the Program, and for other good and valuable consideration, I hereby agree to all the terms and conditions set forth in this agreement (the "Agreement") as follows:

1. **ASSUMPTION OF RISKS.** I AM AWARE THAT THE INTERNATIONAL LEARNING PROGRAM INVOLVES MANY RISKS, DANGERS, HAZARDS AND LIABILITIES INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE, AND THOSE REFERRED TO IN THE PREAMBLE AND STATEMENT OF RISKS SET FORTH ABOVE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE PROGRAM. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, HAZARDS AND LIABILITIES INVOLVED AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS, EXPENSE OR INCONVENIENCE WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF NSCC OR THE COUNTRY HOST OR OTHERWISE.
2. **RELEASE OF LIABILITY AND WAIVER OF CLAIMS.** I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS which I or my next of kin have or may in the future have against NSCC, the country host, and their respective directors, officers, instructors, employees, agents, representatives, successors and assigns (collectively, "Releasees"), arising out of or attributable to my participation in the Program, due to any cause whatsoever, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF NSCC, THE COUNTRY HOST OR ANY OTHER RELEASEE, OR BREACH OF CONTRACT. I covenant not to make or bring any such claim against NSCC, the country host, or any other Releasee, and forever release and discharge NSCC, the country host, and all other Releasees from liability under such claims.
3. **INDEMNITY AGREEMENT.** I shall defend, indemnify and hold harmless NSCC, the country host, and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from my participation in the Program.
4. **FURTHER ASSURANCES.** I hereby agree to provide such cooperation and to sign such other documents as may be required in the future to carry out the terms of this Agreement.
5. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of NSCC and me with respect to the subject matter contained herein. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and the NSCC, the country host, and their successors and assigns.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING THE PREAMBLE AND STATEMENT OF RISKS, AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN, INCLUDING THE RIGHT TO SUE NSCC, THE COUNTRY HOST, AND ALL OTHER RELEASEES.**

Signed this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

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

Name of participant: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness Name: \_\_\_\_\_