



## PALLISER SCHOOL DIVISION

### Consent for Participation, Risk Acknowledgement, Waiver and Indemnity for National and International Study Tours

#### BY SIGNING THIS LEGAL DOCUMENT YOU:

- Indicate that you have understood the risks associated with this activity;
- Agree to assume financial responsibility for any injury or damage resulting from the student's participation in the activity; and
- Indicate that you have understood and agree to all terms and conditions included in this form.

#### PLEASE READ CAREFULLY

In consideration for the participation of \_\_\_\_\_ ("the student") in the field trip offered in conjunction with the \_\_\_\_\_ program providing for travel to \_\_\_\_\_ ("the destination") and all activities associated therewith, scheduled to commence \_\_\_\_\_, 20\_\_ and terminate \_\_\_\_\_, 20\_\_, and organized by \_\_\_\_\_ School of the Palliser School Division (hereinafter referred to as "the trip").

**I/We, the student and the undersigned parent/guardian of the student, agree to the following terms and conditions:**

#### **GENERAL**

1. I/We approve of and give permission for the student to participate in the trip as part of the \_\_\_\_\_ education program.
2. I/We understand that participation in the trip is voluntary.
3. I/We acknowledge that I/we have read and understood the written information provided by the School at the parent meeting held \_\_\_\_\_ setting out the particulars of the trip.
4. I/We understand and agree that the trip starts when the student boards a vehicle, ship or aircraft used as a carrier on the trip, and finishes when the student disembarks from a vehicle, ship or aircraft at the time of completion of the student's participation in the trip.

#### **ASSUMPTION OF RISK**

5. I/We understand and acknowledge that there are risks and hazards inherent in the very nature of the trip and as a result of the student's participation in the trip. I/We have full knowledge of the nature and extent of these risks and acknowledge that,

by participating in the trip, the student may suffer personal injury, death, property damage, loss, delay, inconvenience and the cancellation or early termination of the trip, which injuries and losses are inherent in all activities/travel of this nature.

I/We understand and are aware that the inherent risks and hazards to which the student may be exposed while participating in the trip include, **but are not limited to**, the following:

- Theft or loss of personal belongings;
- Higher level of violence and crime than Canada;
- Diseases which are not common in Canada;
- Road system or transportation system different than and/or of a lower standard than that in Alberta;
- Homesickness;
- Cultural differences;
- Lower safety standards;
- Differing weather conditions than the student is accustomed to;
- Foreign laws, restrictions and regulations;
- Medical facilities which are of a lower standard than those in Canada; and/or
- Risks or hazards as a result of past or present military activity, political unrest or terrorist activities.

I/We acknowledge that I/we have reviewed and understood the most current travel report issued by the Canadian Department of Foreign Affairs and International Trade for the destination, including the risks detailed in the report.

I/We acknowledge that it is my/our responsibility to obtain and learn as much information as possible about the risks and hazards of the trip and to weigh those risks against the benefits of the trip before consenting to the participation of the student in the trip.

I/We, nevertheless, freely and voluntarily consent to the participation of the student in the trip and agree to accept these risks and fully understand that I/we will be solely responsible for any loss, injury or damage sustained by the student.

## **WAIVER OF LIABILITY**

6. In consideration of the student being allowed to participate in the trip with its inherent risks and hazards, I/we agree to:

- Waive any and all claims that I/we may have now or in the future against the School Board, its elected officials and officers, employees, agents, volunteers and representatives, or any of them, in connection with the trip; and
- Release the School Board, its elected officials and officers, employees, agents, volunteers and representatives, or any of them, from and against any and all liability for personal injury, death, property damage or loss that I/we or the student may suffer arising from any cause whatsoever, including the negligent acts or omissions of the School Board, its elected officials and officers,

employees, agents, volunteers and representatives, or any of them, as a result of the student's participation in the trip.

### **ACTS OF GOD**

7. I/We understand and acknowledge that the School Board, its elected officials and officers, employees, agents, volunteers and representatives cannot accept responsibility for events over which it/they have no control, such as acts of God, strikes or government restrictions, and terrorist activities.

### **TOUR OPERATIONS AND TRIP CANCELLATION**

8. I/We understand and acknowledge that the School Board and its employees, agents, volunteers and representatives (including those employees, agents, volunteers and representatives who will be accompanying student participants on the trip – hereinafter referred to as “teachers/chaperones”), or any of them, are not and do not represent themselves to be professional tour operators, nor do they possess any special knowledge or expertise on which I/we can rely with regard to tour operations or traveling arrangements.
9. I/We understand and acknowledge that the School Board, the student and participants in this trip may be using the services of travel agents, airlines, common carriers, tour organizers, guides or other similar agencies not directly controlled by the School Board and that the School Board accepts no responsibility for any acts or omissions of, or for any breach of contract, misrepresentation, negligence or error of such parties with respect to all matters in connection with the trip including, but not limited to, any with respect to the nature or extent of the trip, lodging, food, transportation or other facilities provided or to be provided in conjunction with the said trip, and any acts which may lead to cancellation or curtailment of the trip.
10. I/We understand and acknowledge that the School Board reserves the right to cancel a trip, either prior to or while underway, should world conditions develop (e.g. serious health concerns, significant political unrest), that place students in a dangerous “at risk” situation. I/we further understand that the Board will not be responsible for reimbursing students for costs incurred as a result of the cancellation of a trip, or any portion of it.

### **INDEMNITY**

11. I/We agree to indemnify and hold harmless the School Board, its elected officials and officers, employees, agents, volunteers and representatives, or any of them, from any and all claims, demands, expenses, costs (including legal costs), suits, debts, liabilities and causes of action for which it/they may become liable as a result of any personal injury, death, loss or property damage resulting from, occasioned to or suffered by any person or property as a result of any act or omission of mine/ours in connection with the student's participation in the trip.



18. I/We agree that the School Board may, through its teacher/chaperones, agents or employees, secure such medical advice and services as it, in its sole discretion, may deem necessary for the health and safety of the student in the event of an emergency, and the student's parent/guardian shall be financially responsible for the provision of such emergency services.
19. I/We confirm that the following is the emergency contact information for the student:

Emergency Contact Name: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Telephone Number(s) for Emergency Contact: \_\_\_\_\_

### **DOCUMENTATION AND INSURANCE**

20. I/We understand that the School Board does **not** carry insurance that would cover the student for participation in the trip or in any other school activity.
21. I/We understand that it is my/our responsibility to ensure the necessary travel documents (including passport and visa), and insurance, including but not limited to out-of-country medical insurance, accidental death, disability and dismemberment insurance and travel insurance, are secured prior to the trip.

### **MISCELLANEOUS**

22. I/We acknowledge that the student meets all of the prerequisites required for participation in the trip and agree to ensure the student has adequate clothing and equipment to participate in the trip.
23. I/We understand that this consent, waiver, assumption of risk and indemnity agreement is a legal agreement, and I/we agree to be bound by its terms.
24. I/We did not rely upon any promises, inducements, representations or agreements including, but not limited to, any oral statements made by or on behalf of the School Board, its elected officials and officers, employees, agents, volunteers and representatives, or any of them, the effect of which would be to modify or vary the terms of this agreement.
25. I/We understand that the obligations of the student and the undersigned parent/guardian set out herein are joint and several.
26. I/We understand that if any of the terms or conditions of this agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of the agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected.
27. I/We understand that this agreement may only be amended or modified if it is amended or modified, in writing, by the School Board and acknowledged, in writing, by me.

28. I/We understand that the headings used in this agreement are for convenience only are not to be considered a part of this agreement, and do not in any way limit or amplify the terms and provisions of this agreement.

29. I/We acknowledge and agree that this agreement shall be binding upon and enure to the benefit of my and the student's respective heirs, successors, personal representatives and assigns.

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**I/We, the student named herein and the undersigned parent/guardian, acknowledge that we have read and fully understood this agreement and accept the risks of participating in the trip.**

DATED at the \_\_\_\_\_ of \_\_\_\_\_ in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Witness as to the  
Signature of the Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Name of Witness as to the  
Signature of the Parent/Guardian

\_\_\_\_\_  
Name of Parent/Guardian

\_\_\_\_\_  
Signature of Witness as to the  
Signature of the Student

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Name of Witness as to the  
Signature of the Student

\_\_\_\_\_  
Name of Student

**This form is to be completed in full, signed, dated and witnessed before the student will be permitted to participate in the trip.**

*The information collected on this form is collected pursuant to the Freedom of Information and Protection of Privacy Act of Alberta, to be used to organize and coordinate a school field trip. If you have any questions about the collection, use or disclosure of the information collected on this form, please contact the School Board's FOIP Coordinator by telephone at (403) 328-4111 (1-877-667-1234 toll-free).*