SIMON FRASER UNIVERSITY ("SFU") – INTERNATIONAL CO-OP

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement")

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIAL

Version 080: Apr 24, 2015

NAME			
ADDRESS			
TELEPHONE	**Residence**	**Office**	**Mobile**
SFU STUDENT NO.		**Passport No.**	
Email		**Faculty / Program**	
International Co-op Work Term Location (City, Country)			

ACTIVITIES, PROGRAMS, EVENTS AND PERSONS COVERED BY THIS RELEASE AGREEMENT

This Release Agreement applies to the travel, transportation, facilities, premises, instruction, and related activities, and to participation in all International Co-op activities, programs, or events including but not limited to participation in extracurricular, sporting, recreation, athletic, tourism, sight-seeing, experiential learning, and travelling activities or events (collectively, the "**Activities**"). This Release Agreement applies to and protects SFU and its Board of Governors, officers, directors, employees, agents, independent contractors, subcontractors, representatives, successors and assigns and all instructors, coaches, managers, volunteers, sponsors, officials and officers in any way involved or connected with the Activities and other SFU members including SFU faculty, staff, and students while involved in the Activities (collectively, the "**Releasees**").

ASSUMPTION OF RISKS

I am aware that participation in the Activities involves risks, dangers and hazards, including but not limited to the risk of serious injury or death, property damage, expense and other loss, delay or inconvenience, and negligence on the part of the Releasees, which includes failure by the Releasees to take reasonable steps to safeguard or protect me from injury or from the risks, dangers and hazards of participation in the Activities. Many of the Activities are unsupervised and involve risks inherent in international travel in a foreign jurisdiction which include but are not limited to poor transportation systems, crime, diseases, wildlife, insects, and different political systems. The Activities may use the services of independent travel agents, buses, trains, vessels, and airlines. It is always possible that the Activities 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 Simon Fraser University.

I understand that it is my responsibility to investigate and learn about the risks, dangers and hazards of participating in the Activities including traveling and living within the selected foreign jurisdiction. For more information on the risks and hazards, I may contact an SFU International Co-op staff member and the Foreign Affairs Canada Consular Affairs website www.voyage.gc.ca. Medical facilities in the selected foreign jurisdiction may be of a different standard than what might be expected in Canada. Information regarding general and specific travel health information is available at the Government of Canada Public Health Agency Travel Medicine Program website www.TravelHealth.gc.ca. I acknowledge that I am solely responsible for all expenses including accommodation, travel, telephone, legal, and medical unless otherwise confirmed in writing, and I agree to abide by the laws of the host country and register at a Canadian Government Office Abroad. I further understand that I will be required to attend orientation and safety lectures, submit an International Pre-Departure information Sheet, and that I must at all times abide by the SFU Student Conduct and Discipline policies while participating in the Activities.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of the Releasees permitting my participation in the Activities, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees arising out of any aspect of my participation in the Activities and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer during my participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE ***OCCUPIERS LIABILITY ACT***, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Activities;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20___.

Witness A. Lee	Signature of Participant
Please print name clearly Amy Lee Intl Co-op Coord.	Please print name clearly