

**AC.2.13.3 STUDY CANADA PROCEDURE**  
**SCHEDULE C: PARTICIPANT AGREEMENT**

**IMPORTANT:** Please read carefully. By signing you are giving up certain legal rights.

**PARTICIPANT INFORMATION**

<b>FULL NAME (FIRST, LAST)</b>	
<b>NAME OF SAIT PROGRAM YOU ARE CURRENTLY ENROLLED IN</b>	
<b>SAIT STUDENT ID NUMBER</b>	
<b>ADDRESS</b>	
<b>PHONE NUMBER</b>	
<b>NAME OF STUDY CANADA TRIP</b>	
<b>LOCATION(S) OF STUDY CANADA TRIP</b>	
<b>TRIP LEADER(S)</b>	
<b>TRIP START DATE</b>	
<b>TRIP END DATE</b>	

**SECTION 1: ASSUMPTION OF RISK AND RELEASE**

I am aware that I am traveling on the dates set forth at the top of this form to participate in off-campus activities (the "Study Canada Activity"). I am fully aware of the risks and dangers involved in my participation in the Study Canada Activity. I am aware that unanticipated and unexpected events may occur that may result in death, personal injury, property damage or other loss to me. I hereby freely and voluntarily accept and assume any and all risks of injury or damage that may be sustained by me in connection with the Study Canada Activity.

The Board of Governors of the Southern Alberta Institute of Technology ("SAIT"), its officers, governors, agents, contractors, employees and volunteers (collectively referred to as the "Releasees") are not responsible for any injury, loss, claim, liability or damage of any kind sustained by me while participating in the Study Canada Activity, whether caused by the negligence of the Releasees or otherwise.

## **SECTION 2: RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of SAIT allowing me to participate in the Study Canada Activity, including but not limited to any associated activities, travel, transportation and notwithstanding any insurance or, if applicable, workers' compensation coverages maintained by SAIT, I hereby agree to:

1. ASSUME AND ACCEPT ANY AND ALL RISKS arising out of, associated with or related to my participation in the Study Canada Activity, whether caused by the negligence of the Releasees or otherwise;
2. DISCLOSE TO SAIT in writing, any and all medical and health related conditions affecting me, that may arise, during or be impacted by the Study Canada Activity, and I acknowledge that, unless otherwise expressly stated in any other medical form signed by me in respect of the Study Canada Activity, I shall be responsible for dispensing to myself, any and all medications that I may require during the Study Canada Activity, and SAIT shall not be responsible therefor;
3. BE SOLELY RESPONSIBLE FOR ANY AND ALL INJURY, LOSS, LIABILITY OR DAMAGE which I might sustain participating in the Study Canada Activity, whether caused by the negligence of the Releasees or otherwise;
4. WAIVE ANY AND ALL CLAIMS against the Releasees and forever and discharge the Releasees from any claim, loss, injury, liability, cost, damage or expense I may suffer, including without limitation, personal injury or death, whether caused by the negligence of the Releasees or otherwise;
5. HOLD HARMLESS AND INDEMNIFY the Releasees from any and all liability for any damage or loss to the property of or death or personal injury to any third party resulting from my participation in the Study Canada Activity;
6. HOLD HARMLESS AND INDEMNIFY the Releasees from any and all claims, demands, actions, causes of action and costs made against the Releasees which might arise out of my participation in the Study Canada Activity; and
7. CONFIRM my understanding that the Study Canada Activity as referred to herein includes, without limitation, transportation to and from the location or locations of the Study Canada Activity

## **SECTION 3: NON-RETURN ASSUMPTION OF RISK AND RELEASE**

*This section should only be completed if you are NOT returning to Calgary at the end of your Study Canada Activity.*

I am aware that I am departing with my Study Canada Trip Leader on \_\_\_\_\_ and will be traveling to \_\_\_\_\_ (Study Canada Activity destination(s)). The Study Canada Activity ends on \_\_\_\_\_ (activity end date) and I will be returning on my own on such dates and times

as I shall determine in my sole discretion. I am aware by not returning with the Study Canada Trip Leader on the Activity end date that unanticipated and unexpected events may occur that may result in death, personal injury, property damage or other loss to me. I hereby freely and voluntarily accept and assume any and all risks of injury or damage that may be sustained by me in connection with The Study Canada Activity and my extended travel time.

I am fully aware that by extending my travel time beyond The Study Canada Activity end date I am responsible for all risks and dangers.

I am also fully aware that SAIT has arranged health and travel insurance for me (policy details have been provided separately) from \_\_\_\_\_ (Study Canada Activity start date) to \_\_\_\_\_ (Study Canada Activity end date). I understand that I am responsible for arranging my own health and travel insurance to cover me on and after \_\_\_\_\_ (first day of your independent travel), and I acknowledge that SAIT has advised me to secure such insurance.

I acknowledge that the Releasees are not responsible for any injury, loss or damage of any kind sustained by me while participating in The Study Canada Activity and during my extended travel time whether caused by the negligence of the Releasees or otherwise.

#### **SECTION 4: FREEDOM OF INFORMATION AND PROTECTION POLICY**

I acknowledge that SAIT is subject to [Alberta's Freedom of Information and Protection of Privacy \(FOIP\) Act](#) which determines how personal information is gathered, used and released by SAIT.

I acknowledge that as a participant in SAIT's Study Canada Program, I will be asked to provide continual feedback about my study and travel experience in written, pictorial, and/or video formats. This feedback information may be utilized by SAIT in any of the following ways:

- PowerPoint presentations at campus wide Information Sessions;
- Testimonials for SAIT's web site;
- SAIT Blogs;
- Advertising on SAIT web sites, LCD screens, brochures, and newspaper articles.
- Program reporting

I hereby give SAIT permission to use my feedback information for the promotion of current and future exchange opportunities. This permission will be valid for two years from the date of signing.

#### **SECTION 5: PARTICIPANT ACKNOWLEDGMENT AND AGREEMENT**

I UNDERSTAND THAT THIS IS A LEGALLY BINDING AGREEMENT and that it is effective and binding upon me and my heirs, next of kin and legal representatives in the event of my death or incapacity.

I confirm that I am over the age of 18 and have the legal capacity to enter into this Agreement.

I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, and realize that by signing this Agreement, I am surrendering valuable legal rights, including the right to sue the Releasees and I enter into this Agreement freely and voluntarily.

I confirm that this Agreement is governed by the laws of Alberta.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Calgary, Alberta.

Signature \_\_\_\_\_

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

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