



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

By signing this document you are waiving certain legal rights, including the right to sue.

PLEASE READ CAREFULLY!

INITIAL:

Participant Name: (Please Print) _____ Student ID#: _____

Emergency Contact: _____ Telephone #: _____

TO: THE UNIVERSITY OF LETHBRIDGE (THE "UNIVERSITY")

THE ACTIVITY: Enrollment in Astronomy 2020 involves the opportunity to attend and participate in course fieldwork at Popson Park Observatory, Lethbridge, AB: The course field activities occur over several occasions during the Fall 2013 semester and include bus transportation to and from Observatory ("the off campus course activities").

ASSUMPTION OF RISKS: I understand and agree that there are hazards and risks inherent in my participation in the off campus course activities, any of which could cause me bodily injury or permanent disability or loss of life and/or loss or damage to my property, including those risks and hazards associated with travel by bus such as motor vehicle collision, mechanical failure and human error. I acknowledge and hereby accept all risks and hazards associated with my participation in the Event, including those due to NEGLIGENT ACTS OR OMISSIONS OF THE UNIVERSITY OF LETHBRIDGE, ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES (the "RELEASEES"), INCLUDING ANY FAILURE TO SAFEGUARD OR PROTECT ME FROM THE POSSIBILITY OF BODILY INJURY, DISABILITY, DEATH, DAMAGE TO PROPERTY OR LOSSES RESULTING THEREFROM.

HEALTH CARE COVERAGE: I acknowledge that I am responsible for my own health insurance. I understand and agree that the UNIVERSITY is not responsible for any health or medical or dental expense I may incur as a result of the off campus course activities. I understand I am not waiving any right to pursue any benefit through Alberta Learning and Workers Compensation.

ACTS OR OMISSIONS OF OTHERS: I understand and agree that the UNIVERSITY does not represent or act as agent for the transportation provider or Observatory, and that the UNIVERSITY cannot accept responsibility for the operations of the transportation provider, the Observatory or the Park, nor for the acts or omissions of suppliers of goods and/or services connected with the transport provider, Observatory or Park. I hereby agree the UNIVERSITY is not responsible for any bodily injury or permanent disability or loss of life to me or loss or damage to my property that is caused or contributed to by the operations of the transport provider, the Observatory and Park or by the acts or omissions of such suppliers of goods/services.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the UNIVERSITY permitting my participation in the off campus course activities, I hereby agree:

- TO WAIVE ANY AND ALL CLAIMS that I have or may have against the RELEASEES arising directly or indirectly from my participation in the off campus course activities, including all activities at the Observatory, Park and my travel to and from 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 as a result of my participation in the off campus course activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE OR BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, including any failure to protect or safeguard me from injury, disability, death or loss;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or losses or injury to any third party resulting from my participation in the off campus course activities; and
- THAT THIS Agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ Date: _____

Witness Name: _____ Signature: _____ Date: _____

The personal information is collected under authority of the *Alberta Post-secondary Learning Act* and the *Freedom of Information and Protection of Privacy Act*. The information is collected for the purpose of determining participation in off campus course related activities. Questions related to the collection, use or disclosure of your personal information can be directed to the University of Lethbridge Privacy Office 4401 University Drive W, Lethbridge, AB T1K 3M4, 403-332-4620