

Field Research Trip:

Dates:

# **RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

# PLEASE READ CAREFULLY

# BY SIGNING THIS FORM, YOU ACCEPT CERTAIN LEGAL OBLIGATIONS AND GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

Name of Participant	Last Name:		First Name:
Identification Number: Email Add (UAlberta ID, if applicable)		ress:	
Address:			City, Province:
Emergency Contact:	Last Name:		First Name:
Relationship:		Phone Number:	

#### Assumption of Risks

In consideration of my participation in this field research trip, I acknowledge that I am aware of, and freely accept **all risks**, **dangers and hazards** associated with being a participant in this field research trip, including the possible risk of severe or fatal injury to myself or others. These risks include, but are not limited to:

- 1. **TERRAIN AND PHYSICAL ENVIRONMENT** whether visible / apparent or not, and any manner of injury or loss of any nature arising from falls on steep, slippery or uneven terrain, from falling rocks, trees or other objects, from obstructions, from other participants, from landslides, etc.;
- 2. **TRAVEL** including, without limitation, travel to and from any locales scheduled to be visited or not by public or private bus, motor vehicle, boat, aircraft, helicopter, light fixed-wing aircraft, etc., and injury or accident from being the operator of a vehicle and loading/unloading equipment or supplies from vehicles;
- 3. **WEATHER** and any manner of injury or loss of any nature resulting from exposure to weather conditions, including but not limited to cold, heat, sunlight, snow, ice, wind, hail, rain, sleet, fog, mist, etc.;
- 4. **LOCATIONS** and any manner of injury or loss of any nature arising from becoming lost or injured, the inability to receive prompt or any medical services for any reasons, war, terrorism, political unrest, riots, disregarding safety instructions, violence, etc.;
- 5. **NON-HUMAN LIFE** of any nature whatsoever, including, without limitation, any animal, reptiles, insect, fish, bird, fungus, vegetation, bacteria or viruses and any injury or loss of any nature whatsoever arising therefrom;
- EQUIPMENT, MACHINERY OR OTHER DEVICES including, without limitation, any equipment deployed in respect of the Field Activities or otherwise and any manner of injury or loss arising from the use, misuse, malfunction or breakdown of any equipment, machinery or similar device that may be deployed or used;
- 7. **OTHER HAZARDS** including, without limitation, hypothermia, allergens, noxious gases, electrocution, shock, drowning, chemicals (including, without limitation, herbicides, pesticides, acid and caustic bases), radioactive nuclides, radiation, x-rays, flying rock chips, vandalism, theft of personal property, street crime, armed robberies, carjacking, rape, credit card fraud, and any manner of injury or loss whatsoever arising therefrom; and
- 8. **FREE TIME** including anything arising from my participation in activities or functions that are not directly related to the Field Activities, including, but not limited to, injury or loss of any nature arising from tours, walks, hiking, shopping, sports activities, dancing, alcohol or drug ingestion, intoxication and/or alcohol/drug poisoning from alcohol or drugs I consume.

Initials:\_\_\_\_\_

#### Medical/Health & Travel Insurance

I freely accept and assume all responsibility to provide myself with medical/health and travel insurance coverage.

- 1. I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health insurance including out of province medical coverage, if applicable. In the event of a medical/health problem, the University of Alberta accepts no responsibility for any costs associated with a medical/health problem nor will it pay for any medical/health expenses, which may be incurred by me.
- 2. I AM SOLELY RESPONSIBLE to select and purchase adequate travel insurance. The University of Alberta accepts no responsibility for any costs associated with these types of problems nor will it pay for any expenses that may be incurred by me relating to these areas.

Initials:\_\_\_\_\_

## **Release of Liability and Indemnification**

In consideration for the University allowing me to participate in this field research trip, I agree:

1. that the Governors of the University of Alberta, their officers, employees, and volunteers (hereinafter referred to

as the "University") are not responsible for any loss, damage, injury or expense of any kinds sustained by me while participating in this field research trip and all related activities, including any loss, damage, injury or expense that might result from the negligence of the University;

- to WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the University arising out of any 2. aspect of my participation in this field research trip and to RELEASE the University from any and all liability resulting from any loss, damage, injury (including death) or expense that I may suffer as a result of my participation in this field research trip, due to any cause whatsoever, including without limitation, negligence, breach of contract, or breach of any statutory or other duty of care, as well as any duty of care owned under the Occupiers' Liability Act (Alberta) on the part of the University;
- 3. to INDEMNIFY AND HOLD HARMLESS the University in relation to:
  - a. any damage to University property caused by me;
  - b. any and all liability for any damages to the personal property of, or personal injury to, any third party resulting from my participation in this field research trip; and
  - c. any and all claims, demands, actions and costs which might arise out of my participating in this field research trip, even though such claims, demands, actions and costs may have been caused by the negligence of the University.

Initials:

## Acknowledgement

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT before signing it, that I have executed this Agreement voluntarily, and that this Agreement is to be binding upon myself, my heirs, executors, administrators and representatives. Further, I acknowledge and agree:

- 1. I will follow all rules, instructions, guidelines for after-hour activities, and health and safety regulations provided by the activity leaders, instructors, organizers, local officials, or any other governing body with jurisdictional authority, whether verbal or written. I will not violate any law or ordinance, including but not limited to, laws prohibiting the use, possession, growth, manufacture, packaging, or distribution of illegal drugs. Failure to comply could result in my being removed from this field research trip and sent home, in which case the University accepts no responsibility for any costs incurred.
- 2. I will wear appropriate attire, including footwear, for outdoor activities, weather conditions, and the nature of the work.
- 3. I will wear Personal Protective Equipment as required and/or directed.
- 4. If as part of my duties I am required to drive, I will meet all the necessary University driver requirements and follow all related policy and procedures.
- 5. I will promptly reimburse the University for all financial costs incurred on my behalf in the event of any emergency medical treatment that I may require while engaging in this field activity, including but not limited to surface and/or air ambulance fees, medical fees, hospital and/or surgery fees.

\_\_\_\_\_, 20\_\_\_

6. I will register with the University's UGO Off-Campus Travel Registry before participating in this field activity.

Signature of Participant (must be over 18)

\_\_ day of \_\_

Print Name

SIGNED THIS \_\_\_\_

Protection of Privacy - The personal information requested on this form is collected under the authority of Section 33(c) of the Alberta Freedom of Information and Protection of Privacy Act and will be protected under Part 2 of that Act. It will be used for the purpose of administering this field research trip and/or to communicate with the emergency contact in case the participant is seriously injured or ill. Direct any questions about this collection to: Alex Drummond, Manager of Facilities & Field Schools, Renewable Resources, 751B General Services Building, University of Alberta, 780-492-2056, alex.drummond@ualberta.ca

Note: This waiver must be copied to a single double-sided page and completed in full (initialed, signed, dated, witnessed) before any participant may begin this activity. Please copy in colour if possible. No changes to the document may be made except by the Office of Insurance & Risk Assessment. Signed documents must be filed with the department and be kept for a minimum of ten years.

Print Name

Signature of Witness

\_\_, at \_\_

(City, Province)

UNIVERSITY OF RERTA