

FACULTY OF ENVIRONMENTAL STUDIES – TRAVEL WAIVER FORM

Assumption of Risks, Responsibility, Release, Waiver, and Indemnity Agreement

Warning! By Signing This Legal Document, You Give Up Certain Legal Rights, Including The Right To Sue.

PLEASE READ CAREFULLY

In consideration of being permitted to conduct field study (and/or conduct academic research) in _____ under the auspices of the Faculty of Environmental Studies, York University, Toronto, Ontario, Canada, I agree that I shall so conduct that study/academic research in a responsible and professional manner. I have read the document "FES Policy and Procedures Concerning Risk to Students Undertaking Field Study" (Appendix 6 of FES legislation) and I affirm that I have confirmed to the requirements set forth in that document. I undertake to advise the FES Office of Student and Academic Services (137 HNES) of any changes in the arrangements for my field study / academic research plans.

1. **Assumption of Risks:** I understand that participation in field study (and/or traveling outside of Toronto to conduct academic research) will take me away from the campus for an extended period of time. During this period, I understand that I may be in an unfamiliar surrounding and will be exposed to risks to my person and possessions.

I acknowledge that there may be certain dangers inherent in undertaking research in international settings, or settings in Canada where there is significant risk, and I agree to take the risks associated with such location. When traveling internationally, I agree to observe, at minimum, the information and travel warnings outlined in the most recent and up-to-date Country Travel Report available, issued by the Department of Foreign Affairs and International Trade Canada (available at the following URL: <http://www.voyage.gc.ca/dest/ctry/reportpage-en.asp>)

I understand that I may suffer physical injury, sickness or death, or damage to my property as a result of my participation in field study/academic research; and that there is a possibility of violence and crime, civil unrest, homesickness, and loneliness. I freely and voluntarily accept and assume all such risks, dangers and hazards. Accordingly, I understand that despite its efforts, York University may not be able to ensure my complete safety at all times from such risks and dangers.

2. **Assumption of Responsibility:** I will abide by all applicable York University and host institution/organization policies and laws of the host country, and ensure that I have adequate medical, personal health, dental and accident insurance coverage, as well as protection of my personal possessions.

More particularly, I appreciate York University does not carry accident or injury insurance for my benefit and also that there may be certain matters for which I could be held at fault personally if the accompanying circumstances do not relate to or arise from my education or if my activities or conduct fall short of what would be considered a reasonable standard for an individual in my position. In these cases I will be accountable in all respects for my own actions and not to ask York University, its Board of Governors, officers, employees, and agents to accept the consequences thereof. Further, I will be responsible for any claims made against York University in relation to such actions.

I acknowledge that I have been advised by York University of such risks, dangers and hazards as well as the need to act in a responsible manner at all times. My signature below is given freely in order to indicate my understanding of the acceptance of these realities and in consideration for being permitted by York University to participate in field study (and/or conduct research for academic purposes). I recognize that York University will not supervise any of the host institution academic programs, living arrangements, or extracurricular activities during my field study/research.

3. **Release, Waiver and Indemnity:** I hereby release and waive as against York University, its Board of Governors, officers, employees and agents (the "Released Parties") any and all losses, damages, injuries including death, claims, demands, lawsuits, expenses including legal fees and disbursements, and any other liability of any kind, directly or indirectly arising out of or in connection with my participation in field study/academic research.

I will indemnify and hold harmless the Released Parties from any and all losses, liabilities, damages or costs, directly or indirectly arising out of or in connection with my participation in field study/academic research.

I understand that this Agreement cannot be modified or interpreted except in writing by York University and that no oral modification or interpretation is valid. This Agreement is effective and binding upon my heirs, next of kin, executors, administrators, representatives and assigns.

I HAVE READ THIS DOCUMENT CAREFULLY AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.

(Please Print)

Student Name: _____ Student Number: _____

Permanent Address: _____

(street, city, province, postal code)

Permanent Telephone: (____) _____ Email: _____

(Signature of Participant)

(Witness as to Signature of Participant)

(Date)

(Date)

Privacy: Personal information in connection with this form is collected under the authority of The York University Act, 1965 and will be used for the purpose of administering your FES Risk Assessment application and related purposes. If you have any questions about the collection of your personal information by York University, please contact: Information and Privacy Coordinator, York University, Ross N945, 4700 Keele Street, Toronto, ON M3J 1P3, tel. 416-736-2100 Ext. 20359, email: info.privacy@yorku.ca