



International Department

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ASSUMPTION OF RISKS, RESPONSIBILITY, AND LIABILITY WAIVER

WARNING: BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

In consideration of being permitted to conduct study at _____ (*host Institution name*) by Nipissing University, North Bay, Ontario, I agree as follows:

Assumption of Risks: I understand that participation in a Nipissing University Exchange Program (the "Program") will take me away from campus for an extended period of time. During this period, I understand that I will be in an unfamiliar surrounding and will be exposed to risk to my person and possessions.

I understand that I may suffer physical injury, sickness or death, or damage to my property as a result of my participation in the Program; and that there is a possibility of violence, crime, civil unrest, cultural differences, inclement weather or climate, homesickness and loneliness. I freely and voluntarily accept and assume all such risks, dangers and hazards be they foreseeable or unforeseeable. Accordingly, I understand that despite its efforts, Nipissing University cannot ensure and cannot be responsible for my safety from such risks, dangers and hazards.

Assumption of Responsibility: I understand that it is my responsibility to abide by all applicable Nipissing University and host institution policies and regulations as well as the laws of the host country, and to ensure that I have adequate medical, personal health, dental and accident insurance, as well as protection of my personal possessions. I acknowledge that I shall be required to obtain and provide evidence of out-of-country medical and trip cancellation insurance before my participation in the Program and to maintain such insurance coverage while outside of Canada and while residing and/or travelling in the host country.

More particularly, I appreciate Nipissing University does not carry personal health, dental accident or injury insurance for my benefit. I acknowledge 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 my conduct fall short of what would be considered a reasonable standard for an individual in my position by the rules of the host institution or the laws of the host country. In these cases, I agree to be accountable in all respects for my own actions and not to hold Nipissing University and/or its employees responsible, legally or financially, for the consequences thereof. I further agree to be responsible for any claims made against Nipissing University and/or its employees in relation to such actions, and to indemnify and hold Nipissing University and/or its employees harmless in such circumstances.

Acknowledgment: I acknowledge that I have been advised by Nipissing 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 on a fully-informed basis in order to indicate my understanding of the acceptance of these realities and in consideration for being permitted by the University to participate in the above mentioned Program. I recognize that Nipissing University will not supervise any of the host institution academic programs, transportation, living and meal arrangements, course materials, or extracurricular activities during my participation in the Program and that I am responsible for all such fees and expenses. I also acknowledge that it is my responsibility to ensure that course selections at the host institution can be accredited to my degree program at Nipissing University.

I acknowledge that I am responsible to comply with all immigration rules and regulations of Canada as well as the host country and that it is my responsibility to arrange for an appropriate visa, study permit (if applicable) and all required approvals prior to my departure to the host country and host institution. I shall review travel reports for the host country published by the Government of Canada, through Consular Affairs Canada, prior to participating in the Program and departure to the host country and I shall continue to monitor such reports regularly during the exchange period and while residing in the host country. I also acknowledge that my participation in the Program could be terminated for any failure to comply with the rules and regulations of the host institution or the laws of the host country.

I further acknowledge and agree that my academic transcripts will be released to the host institution as well as sent directly from the host institution to Nipissing University. I acknowledge and agree that my enrollment in the Program will require Nipissing University to disclose to the host institution and possibly the host country, information about the Applicant that would otherwise be classified as confidential or "personal information", and be protected as such, pursuant to the Freedom of Information and Protection of Privacy Act (FIPPA) of Ontario.

I hereby consent to the collection, retention and disclosure of my personal information for the purpose of facilitating the exchange contemplated by the Program, and I agree that such collection, retention and disclosure does not constitute a breach of any my privacy rights pursuant to FIPPA or otherwise.

I further acknowledge that I will participate in any pre-departure information session provided by Nipissing University or any post-arrival orientation program provided by the host institution. I acknowledge that I have been advised to register with a Canadian consulate office and to advise Nipissing University of my contact information for notification purposes in the event of travel warnings, etc. In the event that Nipissing University or the host institution has a central registry system, I shall be responsible to register and update my personal information in any such central registry system.

Liability Waiver: I release and hold harmless Nipissing University, its employees, officers, directors, board of governors, students and its agents from any and all liability, whether arising from negligence or otherwise, for any loss, damage, injury or expense that I or my next of kin may suffer as a result of my participation in this Program, including, but not limited to, accidents, acts of God, war, civil unrest, sickness, transportation, scheduling, government restrictions or regulations, and any and all expenses which I may incur while participating in the Program and residing in the host country.

This waiver is effective for the period of time that I will be participating in the Program and residing in the host country. I understand that this agreement cannot be modified or interpreted except in writing by Nipissing University and that no oral modifications or interpretation shall be valid. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assign, in the event of death.

I HAVE READ THIS DOCUMENT CAREFULLY, HAVE HAD THE OPPORTUNITY TO BE FULLY INFORMED IN ALL RESPECTS AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.

(Print Clearly)

Student Name: _____ Student Number: _____

Permanent Address: _____

_____ Permanent Telephone (_____) _____

Date: _____

(Signature of Participant)

(Witness: Nipissing University Staff Member)

IMPORTANT: RETURN TO THE INTERNATIONAL MOBILITY COORDINATOR