**INTERNATIONAL MOBILITY INDEMNITY, WAIVER AND RELEASE FOR STUDENTS**

**(“RELEASE”)**

**BY SIGNING THIS RELEASE YOU WILL ASSUME CERTAIN RISKS. YOU WILL ALSO WAIVE SPECIFIC LEGAL RIGHTS, INCLUDING WITHOUT LIMITATION, THE RIGHT TO SUE KWANTLEN POLYTECHNIC UNIVERSITY (“KPU”) AND EACH OF ITS BOARD OF GOVERNORS, OFFICERS, AGENTS, EMPLOYEES, STUDENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND ANYONE FROM WHOM IN LAW THEY ARE RESPONSIBLE (COLLECTIVELY, THE “RELEASEES”). PLEASE READ CAREFULLY BEFORE SIGNING THIS RELEASE.**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(student number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_)** wish to participate in an international or domestic experiential learning activity/program (“Program”) at Kwantlen Polytechnic University (“KPU”). In consideration of the Releasees permitting me to participate in the Program, and for other good and valuable consideration (the receipt and sufficiency of which hereby acknowledged):

1. **KPU Policies:** I confirm, acknowledge and agree that, in addition to the terms and conditions contained herein, I must comply with all Kwantlen Polytechnic University (“KPU”) policies and procedures applicable to students of KPU, including without limitation KPU Policy ST7 Student Conduct Policy and KPU Policy SR10 International Travel and Security Policy.
2. **Voluntary Participation:** I confirm that I am not required to participate in the Program and that my participation in the Program is entirely voluntary.
3. **External circumstances and change:** I acknowledge that due to the international aspect of the Program, external circumstances beyond the control of KPU may arise including, without limitation, war, civil unrest, acts of terrorism, political disturbances, natural disaster, weather or public health emergency, which may require a modification or termination of the Program. Any modification or termination of the Program for any reason whatsoever shall be at the sole discretion and determination of KPU.
4. **Assumption of Risks:**
   1. I understand that the Program involves many risks associated with foreign and domestic travel, including but not limited to the risk of illness, injury, death, property loss or damage, delay, inconvenience and expense, arising from:
      1. the acts of third parties including acts that would be regarded as criminal acts under Canadian law;
      2. war, civil unrest, acts of terrorism, political disturbances, natural disaster,
      3. travel in or operating an airplane, motor vehicle, boat, bicycle or any other means of transportation,
      4. illnesses and the lack of medical personnel or medical facilities to treat injuries or illnesses,
      5. standards of criminal justice that are different than Canadian standards,
      6. problems relating to immigration, customs or visa requirements,
      7. failures of third parties to perform, including, without limitation, travel agents or airlines, and
      8. modification or termination the Program, at the sole discretion and determination of KPU.
   2. I understand that it is my responsibility to investigate and learn about the risks, dangers and hazards of participating in the Program, including, without limitation, those listed in this Release, and I freely and fully agree to assume and accept all of the risks, dangers and hazards relating to my participation in the Program
   3. Without limiting the generality of the foregoing, **I acknowledge and confirm that KPU has directed me to review the Government of Canada’s website for travel:** [**https://travel.gc.ca/travelling/advisories,**](https://travel.gc.ca/travelling/advisories) **and that I have made myself familiar with the travel advice and advisories on this website for any country I am visiting in connection with the Program**
5. **Insurance**: I agree to arrange for and purchase at my own expense any insurance necessary to cover any expenses that might arise from the risks as outlined in this Release or otherwise in connection with my participation in the Program.
6. **COVID**-19 Pandemic: I acknowledge and agree to the attached **ANNEX 1 COVID-19 Pandemic Travel Risk Acknowledgment**
7. **Pre-departure Session:** I acknowledge and agree that I am required to attend a mandatory pre-departure orientation prior to participating in the Program.
8. **Local Laws:** I acknowledge and agree that, (i) while travelling within Canada, I may be subject to the laws of another province or (ii) while travelling outside of Canada, I may be subject to the laws of other countries and, in either situation, I agree to abide by all local laws and regulations while participating in the Program and I agree to take responsibility for my own conduct, should I become liable to any person for any loss or damage which I have caused. I acknowledge that KPU has no obligation or duty to assist me in the event I am arrested or charged with transgressing any law of any other province in Canada or foreign country.
9. **Local Services:** I acknowledge that support services in other provinces or countries where I am traveling in connection with the Program (including, if applicable at any partner organization in these countries) may not be equivalent to those available at KPU and/or in Canada.
10. **Student Conduct:** I acknowledge and agree that, while participating in the Program I am participating as a student of KPU and may be subject to disciplinary action for breach of any KPU policy or procedure. I further understand and agree that I may also be subject to the standards of conduct and policies/procedures of the partner organization, if any, and may be subject to disciplinary action by the partner organization in addition to disciplinary action at KPU.
11. **Personal information collection:** I acknowledge and agree that KPU will collect, use and disclose personal information you provide for the purposes of facilitating and administering the Program. Such personal information collected is under the authority of and will be protected, used and disclosed in compliance with British Columbia’s Freedom of Information and Protection of Privacy Act.
12. **Use of photographs, images, and video recordings**: I acknowledge and authorize that, in participating in the Program, KPU and its authorized agents the use and irrevocable rights to photographs, images and video recordings that may be taken of me during the course of the Program that may be used to broadcast, publish, promote the Program without any form of remuneration, approval or further notice.
13. **Waiver, Indemnity, and Release:**
    1. I hereby waive any and all claims and/or causes of action that I have or may have in the future against the Releasees arising out of any aspect of my participation in the Program and I hereby release and forever discharge the Releasees from any and all liability for any injury, illness, death, damage (including damage to property), loss or expense of whatsoever nature or kind, howsoever caused, including negligence, breach of contract, or breach of statutory duty or other duty of care on the part of the Releasees, which I or my heirs, executors, administrators, or anyone else may have or suffer, arising out of or in any way related to my participation in the Program, including, without limitation, my residency or presence in the host country, and any travel to or from host country within the host country or abroad, or otherwise in connection with the Program.
    2. I agree to indemnify and hold harmless the Releasees from any and all liability for any damage to property of or injury to any third party, resulting from my participation in the Program.
    3. I acknowledge and agree that if I decide to withdraw from a field school after the deposit deadline, I will forfeit the non-refundable deposit, and this money will remain in the Field School Fund. Should a decision be made by KPU to cancel a field school due to low enrolment or other academic/risk issues, participants will be entitled to a full rebate of any payments made, including the deposit.
    4. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, representatives and assigns.
    5. This Release shall be governed by the laws of British Columbia and the federal laws of Canada applicable therein.
    6. I acknowledge that prior to signing this Release I have read and understood this Release in its entirety and am aware that by signing this Release, I am affecting the legal rights which I, my heirs, next of kin, executors, administrators, representatives and assigns may have against the Releasees. I further confirm that I have had the opportunity to seek independent legal advice regarding the contents of this Release.

|  |
| --- |
| NEXT STEPS:   * + - 1. Sign & Date       2. Make a copy for your records       3. Return to KPU International ([internationalprograms@kpu.ca](mailto:internationalprograms@kpu.ca)) prior to your departure |

|  |  |  |
| --- | --- | --- |
| Student Full Legal Name | Student Signature | Date |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| Witness Full Legal Name | Witness Signature | Date |
|  |  |  |

**ANNEX 1**

**COVID-19 Pandemic Travel Risk Acknowledgment**

**The ongoing global pandemic continues to create high degrees of uncertainty for the feasibility of domestic or international travel, as well as an elevated risk for medical and financial emergencies. For your safety, additional considerations and requirements are mandatory for all university-related mobility experiences on top of what is required of you in the above waiver and release. Please read the below carefully.**

|  |
| --- |
| I acknowledge and confirm that I will:   1. **Complete Pre-Trip Requirements**    1. Complete the **Pre-Departure Training Module** on Moodle, if requested by the Study Abroad Office    2. Complete the **COVID-19 Pandemic Pre-Travel Assessment & Plan** prior to departure    3. Register to the [Registration of Canadians](https://travel.gc.ca/travelling/registration) Abroad (for Canadians) or your country’s government registry 2. **Conduct continuous monitoring and appropriate protective measures**    1. Stay informed of COVID-19 activity at your destination, which can vary significantly and change quickly from one country to another and within regions of the country    2. Use personal [protective measures](https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/prevention-risks.html#p) (like wearing a mask, washing hands and maintaining physical distancing where possible)    3. Follow any additional local public health measures while travelling 3. **Communicate and inform the Study Abroad Office (**[**internationalprograms@kpu.ca**](mailto:internationalprograms@kpu.ca)**) of any changes pre-departure AND while abroad in a timely manner**    1. Inform the Study Abroad Office of any changes in my COVID-19 Pandemic Pre-Travel Assessment and Plan   I understand that KPU will not approve university-related travel for students or employees for destinations with a Level 3 or Level 4 rating as per the [Government of Canada travel advisory level](https://travel.gc.ca/travelling/advisories). The 4 risk levels are:   * Level 1: Exercise normal security precautions * Level 2: Exercise a high degree of caution * Level 3: Avoid non-essential travel * Level 4: Avoid all travel   I understand that it is my responsibility to investigate and learn about the risks, dangers and hazards of my program. I freely and fully agree to assume and accept all of the risks, dangers and hazards relating to an international or domestic travel experience during the COVID-19 pandemic.  I acknowledge and confirm that I have read the above and understand the requirements asked of me.  *Full name:*  *Date:*  *Signature:* |