

FOR PARENTS OF STUDENTS WHO ARE MINORS

**RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE
PLEASE READ THIS CAREFULLY**

PLEASE PRINT CLEARLY

TO: ALGONQUIN COLLEGE

DEFINITION

In this agreement the term "Outdoor Training Activities" shall include all activities in any way related to the Outdoor Adventure, Adventure Naturalist, and Forestry Technician programs, including, but not limited to, orientation and instruction sessions; transportation or travel to and from program activities, loading and unloading of vehicles; all activities while participating in the program, and accommodation (if applicable).

ASSUMPTION OF RISK

As a parent/guardian of a minor child who is wanting to participate as a student in the Outdoor Adventure, Adventure Naturalist, or Forestry Technician Program, I am aware that Outdoor Training Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the activities; negligence of students, negligence of other parties participating in the Outdoor Adventure, Adventure Naturalist, and Forestry Technician programs and **NEGLIGENCE ON THE PART OF ALGONQUIN COLLEGE TO SAFEGUARD AND PROTECT MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGER AND HAZARDS ASSOCIATED WITH OUTDOOR TRAINING ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.** I am aware that the physical exertion required in Outdoor Training Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I understand that if I know or suspect that my child's physical condition may be incompatible with Outdoor Training Activities that I should seek medical advice before allowing my child to undertake the Outdoor Adventure, Adventure Naturalist, and Forestry Technician programs.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Algonquin College agreeing to my child's participation in the Outdoor Adventure, Adventure Naturalist, or Forestry Technician program and permitting my child's use of its equipment, parking, and other facilities, and for other good and valuable considerations, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against ALGONQUIN COLLEGE, ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expenses or injury including death that I may suffer or that my child's next of kin may suffer as a result of my child's participation in Outdoor Training Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, C. 0.2, ON THE PART OF THE RELEASEES AND FURTHER INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF THE OUTDOOR TRAINING ACTIVITIES REFERRED TO ABOVE.
_____ Initial Here

- 2. As the parent(s)/guardian(s), I/we further agree to defend, hold harmless and indemnify the RELEASEES from any claim, and from all liability, loss, damages and expenses (including attorney's fees) resulting from a claim brought forward on behalf of my child, arising out of or related to his or her participation in Outdoor Training Activities, including transportation and occurrences to and from the program. This indemnity includes any loss or damage claimed to be caused in whole or in part by negligence on behalf of the RELEASEES.
- 3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.
- 4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Outdoor Training Activities, other than what is set forth in this agreement.

I have read and understood this agreement prior to signing it. I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

This agreement must be completed in full, dated and signed by the student and Witnessed, before starting the Fall Camp for the Outdoor Adventure Program or commencement of the Adventure Naturalist and Forestry Technician Program.

FIRST & LAST NAME OF STUDENT (your child)

STUDENT NUMBER

SIGNATURE OF PARENT/GUARDIAN _____ DATE

NAME OF WITNESS

SIGNATURE OF WITNESS _____ DATE

