

FOR STUDENTS WHO ARE 18 YEARS OF AGE OR OLDER

PLEASE READ THIS CAREFULLY

**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**

TO: ALGONQUIN COLLEGE

DEFINITION

In this agreement, the term "outdoor training activities" shall include all activities in any way related to the Forestry Technician Program 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

I am aware that outdoor training activities involve many risks, dangers, and hazards including, but not limited to: interaction with all hazards found in natural and outdoor settings; risks inherent in outdoor learning and activities; accidents which occur during transportation or travel to and from the activities; negligence of other students, negligence of other parties participating in the Forestry Technician Program and NEGLIGENCE ON THE PART OF ALGONQUIN COLLEGE TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS, 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 the Forestry Technician Program 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 physical condition may be incompatible with outdoor training activities that I should seek medical advice before undertaking the Forestry Technician Program.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of Algonquin College agreeing to my participation in the Forestry Technician Program and permitting my 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 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 ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE OUTDOOR TRAINING ACTIVITIES REFERRED TO ABOVE.

_____ Initial Here

- 2. I 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 myself, arising out of or related to my participation in the 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 outdoor training element of the Forestry Technician Program.

PLEASE PRINT CLEARLY

STUDENT FIRST & LAST NAME _____ STUDENT # _____

STUDENT SIGNATURE _____ DATE _____

NAME OF WITNESS _____

WITNESS SIGNATURE _____ DATE _____