

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

Aviation Techniques – Aircraft Maintenance

TO: ALGONQUIN COLLEGE

DEFINITION

In this agreement the term “Maintenance Training Activities” shall include all activities in any way related to the Aviation Techniques – Aircraft Maintenance Program, including, but not limited to, Classroom or Lab instruction and instruction sessions; practical skills training, transportation, or travel to and from program activities, loading and unloading of vehicles; all activities while participating in the program.

ASSUMPTION OF RISK

I am aware that Aviation Maintenance Activities involve many risks, dangers and hazards including, but not limited to: accidents which occur during practical training; negligence of other students, negligence of other parties participating in the Aviation Techniques – Aircraft Maintenance 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, DANGER AND HAZARDS ASSOCIATED WITH AVIATION MAINTENANCE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I am aware that the physical exertion required in Aviation Techniques – Aircraft Maintenance 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 Aircraft Maintenance Activities that I should seek medical advice before undertaking the Aviation Techniques – Aircraft Maintenance Program.

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In consideration of Algonquin College agreeing to my participation in the Aviation Techniques – Aircraft Maintenance 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 participation in Aviation Techniques – Aircraft Maintenance 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 AIRCRAFT MAINTENANCE ACTIVITIES REFERRED TO ABOVE.

Initial Here

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Commercial Pilot Activities;
3. That this Agreement shall be effecting 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 Aircraft Maintenance 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.