

Student Assumption of Risks, Responsibilities and Liability Waiver

For Research, Study/Work Abroad Programs, Field Trips, Student Exchange Programs,
Internships, Clinical Placements and Practicums

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

In consideration of being permitted to conduct study/work at: P3 Permaculture, Montréal, QC, Canada and/or Climate Change Farm School, Telchac Puerto, Yucatan, Mexico. I agree to the following:

ASSUMPTIONS OF RISKS

I understand that participation in a P3 Permaculture field research/design, study/work, field trip, work-trade program, internship, placement or practicum (herein referred to as the "Program") requires travel for an extended period of time. During this period, I understand that I will be in unfamiliar surroundings and will be exposed to risks to my person and possessions.

I understand that I may suffer physical injury, sickness or death, or damage to or loss of my property as a result of my participation in the Program; and that there is a possibility of violence and crime, war, terrorism, civil unrest, homesickness, and loneliness, poor road and transportation problems, extreme weather conditions, unsafe areas, failure to perform on the part of the travel agents or airline companies and problems relating to customs, immigration or visa requirements. I understand that medical facilities may be of lower standards. I freely and voluntarily accept and assume all such risks, dangers and hazards. Accordingly, I understand that P3 Permaculture may not be able to ensure my safety at all times from such risks and dangers.

ASSUMPTIONS OF RESPONSIBILITY AND INDEMNITY

I understand that it is my responsibility: to abide by all applicable P3 Permaculture and host policies, and host country's laws; to ensure that I have adequate medical, health, life, insurance coverage; and to protect of my person and possessions. More particularly, I understand that P3 does not carry any insurance for my benefit.

I also understand that there may be certain matters for which I could be held at fault personally depending on the host institution's policies and the host country's laws. In these cases, I agree to be accountable in all respects for my own actions and not to ask P3 Permaculture or its employees to accept the consequences thereof; further, I agree to indemnify and hold harmless P3 Permaculture regarding any damages it suffers as a result of any claims arising from such actions.

I recognize that P3 Permaculture will not supervise any of the host's programs, living arrangements, or extracurricular activities during my participation in the Program.

I understand that, while abroad, my activities could jeopardize the safety of local hosts or host institutions, or both. I will not knowingly participate in any activity, including political activity, which might endanger either party.

I acknowledge that while P3 Permaculture, through the offices of the Government of Canada, will endeavour to assist its students abroad in the event of war, terrorism, or local or general civil unrest or emergency or health risk or disruption in the host country, P3 Permaculture will not be responsible for my safety or wellbeing or any consequence of my detention or my inability to leave the host country and return to Canada.

I understand that P3 Permaculture, through its appointed officers, can require my withdrawal from the Program, for reasons of illness, risks within the host country, or conduct unbecoming a P3 Permaculture student and that in such circumstances, P3 Permaculture shall be the sole arbiter in any determination concerning my withdrawal, which shall not be subject to any appeal or review, notwithstanding any procedural or other P3 Permaculture rules to the contrary.

LIABILITY WAIVER AND INDEMNITY

I hereby release, exonerate and discharge and agree to hold harmless P3 Permaculture, its officers, agents, employees and students, from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the Program due to any cause whatsoever including, but not limited to, negligence, breach of contract or breach of any statutory or other duty of care, including any act, omission or negligence of P3 Permaculture, its faculty, staff or other students; delay, expense resulting from events beyond their control, acts of God, war, terrorism, local or general civil unrest or emergency or health risk, sickness, transportation, scheduling, arrangements or accommodations, the failure or restriction of any private or public service or business, and government restrictions or regulations and any and all expenses which I may incur while participating in the Program.

I acknowledge that P3 Permaculture is unable and unwilling to accept for any loss, damage, injury or expense suffered, sustained or incurred by me while I am a participant in the Program and that my participation is subject to this condition and I hereby assume responsibility for any such loss, damage, injury or expense.

I acknowledge that I have been advised by P3 Permaculture of the risks and dangers related to the Program by receiving a pre-departure letter. I will continue to inform myself of the risks of traveling to and residing in my host country by reviewing the Department of Foreign Affairs website: www.voyage.gc.ca

In consideration of my being by P3 Permaculture to participate in the Program, my signature below is given voluntarily in order to indicate my understanding of these realities and my acceptance of this agreement and that I have had full opportunity to review this agreement with my legal advisor(s).

This agreement is effective for the period of time that I will be participating in the Program. I understand that this agreement cannot be modified except in writing signed by P3 Permaculture and that no oral modification or interpretation shall be valid. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns.

I appoint the following person my Designated Next of Kin and authorize P3 Permaculture to contact that person for or with information about me in my absence. I have fully informed my designated Next of Kin regarding all aspects of my proposed Program including the nature of any possible risks and the content of this agreement.

CONSENT TO USE OF INFORMATION

I hereby consent to the collection, use and disclosure of personal information by P3 Permaculture for the purpose of facilitating any of P3 Permaculture acts or communications which P3 Permaculture considers reasonably necessary as a result of my participation in the Program or any events related thereto.

I HAVE READ THIS DOCUMENT CAREFULLY AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THE ASSUMPTION OF RISK, THE ASSUMPTION OF RESPONSIBILITY AND THE LIABILITY WAIVER.

Student Name: _____
(Please print)

Permanent Address: _____
(Street, city, province, postal code)

Permanent Telephone: (____) _____ E-Mail: _____

Current Address: _____
(If different from Permanent Address)

Designated Next of Kin: _____ Tel. Number: (____) _____

(Signature of Participant)

(Witness as to Signature of Participant)

(Date)

(Date)