



**SENECA COLLEGE INTERNATIONAL TRIP/INTERNSHIP
RELEASE, WAIVER AND INDEMNITY**

<i>Participant name:</i>		
<i>Trip/internship start date:</i>	<i>End date:</i>	<i>Destination:</i>
<i>Faculty/Department:</i>	<i>Seneca program:</i>	

THIS RELEASE, WAIVER AND INDEMNITY (this "Agreement") witnesses that for good and valuable consideration, including the assistance and support of Seneca College of Applied Arts and Technology (the "College") in connection with the trip or internship described above, the receipt and sufficiency of which are acknowledged, I, the undersigned, hereby covenant and agree with the College as follows:

1. **Release.** I agree to release, and hereby do release, the College, together with its officers, directors, faculty members, agents, contractors, employees, volunteers, members and representatives (all hereinafter collectively referred to as the "Releasees"), from any and all liability that they or any of them may have, for any personal injury, death, property damage or other loss, sustained by me in connection with, or as a result of, my participation or involvement in the trip or internship described above (the "Program"), due to any cause whatsoever, including without limitation the negligence of the College or any of the Releasees.

2. **Waiver of Claims.** I hereby waive any and all claims I may now and in the future have against the Releasees, or any of them, and I agree not to sue the Releasees, or any of them, for any personal injury, death, property damage or other loss, sustained by me in connection with, or as a result of, my participation or involvement in the Program, due to any cause whatsoever, including without limitation the negligence of the College or any of the Releasees.

3. **No Litigation.** I covenant and agree not to make any claim or demand, or to commence or maintain any action, suit, claim or proceeding against any person, corporation or other legal entity, in any forum, in or from which any action, suit, claim, demand or proceeding (whether or not valid or ultimately successful) could arise against the Releasees, or any of them, for contribution or indemnity, or otherwise, in respect of any matter released herein.

4. **Acknowledgement of Risk.** I acknowledge and agree that there are certain inherent risks involved in any travel, including my participation in the Program and I agree that I may be exposed to dangers and may suffer physical injury, sickness, death or loss or damage to my property as a result of my participation. I hereby freely and voluntarily assume and accept all dangers and risks which may be connected with, or related in any way to, my participation in the Program, and the possibility of personal injury, death, property damage or loss resulting from any of the foregoing.

5. **Indemnity.** I covenant and agree to indemnify and save the College and any Releasee harmless from any and all actions, claims, demands, expenses and liabilities of every nature and kind relating to or in any way connected with my participation in the Program.

6. **No Reliance.** In entering into this Agreement, I confirm that I am not relying on any representation or statement made by the College or any of the Releasees, whether oral or in writing, to induce me to participate in the Program or minimizing the risks or dangers connected with or related to my participation in the Program.

7. **Proper Documentation.** I covenant and agree that I will obtain all required travel documents for the countries that I will travel to during the Program (visas, passport, proof of immunization, etc.) as well as adequate travel, medical, personal health, dental and accident insurance coverage, including protection of my personal possessions (ie. clothing, camera, laptop etc.) appropriate to my needs. I will provide a copy of all such documents and proof of insurance to the College prior to departure, and thereafter upon request.

8. **Good Health.** I confirm that I am in good health, and do not suffer from any disease, impairment or condition which may make me unable to complete the Program or which may require urgent medical treatment during the Program. I agree that I will obtain all required vaccinations for my destinations, and appropriate medical advice. In the event of serious illness, accident or emergency during the Program, I will immediately inform an appropriate College representative, so that assistance may be secured and so that my designated emergency contact(s) may be notified. The College is not responsible for the quality of any medical care/treatment received abroad or upon my return to Canada.

9. **Release of Information.** I consent to the disclosure of any and all information in the College's records to my parents, emergency contact person(s), College staff or agents, and the host or host employer for the duration of my participation in the Program. In addition to this, in the case of any emergency in which I cannot be reached or am unable to communicate, I authorize any Canadian diplomatic mission in or near my destination countries to release information concerning my welfare and whereabouts to the College, my parents, and/or emergency contact person(s).

10. **Code of Conduct.** I covenant and agree that I will conduct myself in strict accordance with the College's Participant Code of Conduct (attached to this Agreement) at all times during the term of the Program, and also in compliance with all policies, rules, regulations and laws prescribed by the company, education institution or destination country to which I am assigned.

11. **Participation.** I agree that will take part in all parts and aspects of the Program, before, during and after the Program itself, including without limitation mandatory Pre-Departure Orientation, Re-entry Debriefing and Evaluation. Upon my return to the College's campus, I agree that I will participate in and/or facilitate information sessions for faculty and students, as well as participate in other debriefing/promotional activities relating to the Program.

12. **Program Period.** I agree that my travels in connection with the Program will be limited to the specified Program period as set out above. Upon completion of the specified program period, I will return to Ontario or (if no academic term is ongoing at the time the Program period ends) to my ordinary place of residence. Under no circumstances will I leave the Program earlier than planned, unless I receive written authorization in advance from the College.

13. **Media Release.** I hereby consent to the use of my name, photograph, audio and/or video likeness, and student information (graduate/program name/employer) by the College in the promotion of the College, its programs and initiatives. I understand and agree that the College is not responsible for the misuse or alteration of any such audio/video/photographs/information by third parties. I hereby release the College and Releasees from any and all actions, claims, loss or causes of action arising from the use or misuse of such audio/video/photographs/information.

14. **Amendment.** I agree that this Agreement may not be modified unless agreed to in writing by me and the College.

15. **Binding Agreement.** I agree that this Agreement constitutes a legally binding obligation enforceable in accordance with its terms, and that it shall continue to bind me and my heirs, executors, legal representatives and personal assigns.

16. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and I hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario in connection with this Agreement.

I confirm that I am 18 years of age, that I have completely read this Agreement and that I fully understand the provisions of this Agreement. I understand that by signing this Agreement I am giving up my legal rights including the right to sue.

Name _____ Signature _____ Date _____

Freedom of Information and Protection of Privacy Act

Your personal information is collected for the administrative and statistical purposes of Seneca and will be released to the parties and for the reasons stated in the Internship Registration Form and Release and Waiver of Liability form under the authority of the *Ministry of Colleges and Universities Act*, RSO 1990, and Regulation 770 and the *Ontario Colleges of Applied Arts and Technology, 2002*, Regulation 34/03, as well as the *Freedom of Information and Protection of Privacy Act*, specifically sections 21,39 and 49.

Definitions:

Covenant: Pledge.

Indemnity: Compensation for damage or loss sustained.

Indemnify: To compensate for damage or loss sustained, expense incurred, etc.

Seneca

PARTICIPANT CODE OF CONDUCT

I hereby agree to abide by the following **PARTICIPANT CODE OF CONDUCT** during my participation in the travel/internship/program organized or facilitated by Seneca College:

- I will remember at all times that I am a representative of both Seneca College and Ontario. I have a responsibility to show that I am motivated, polite, professional, enthusiastic and a capable individual. I am acting as an Ontario Ambassador and am expected to treat others with respect and to use appropriate language and self control;
- I will abide by my sponsoring faculty member's or sponsoring employer's employment policies, practices, procedures, dress code, and/or standards of conduct. To avoid any misunderstanding, I agree to obtain all required clarification regarding such matters from my faculty/employer when you begin my faculty led trip/internship;
- I will not enter into an Employment Agreement with my host company or any company/organization that might prevent me from returning to Seneca Collage after my internship;
- I will not consume alcoholic beverages unless I am of legal drinking age in my destination country. If I do choose to consume alcohol, I will do within reasonable limits, and knowing that I am responsible for my own actions at all times, and am expected to drink responsibly at all times. I agree that I am prohibited from selling, using or possessing any drugs or narcotic substances that are illicit or illegal under the laws of Canada or my destination country. I acknowledge that the possession of drugs and narcotic substances may be dealt with harshly by law enforcement in my destination country. I agree to observe all laws of the country that I am visiting;
- I will be respectful of the community which I will be visiting/living for the duration of my visit/internship/Program. I agree that I will respect all guidelines related to host families, sharing accommodations and residence facilities (e.g. phone calls, laundry, cleanliness of rooms, etc.);
- I agree that failure to abide by this Participant Code of Conduct in every respect may result in disciplinary action, which could result in me being sent home, at my own expense, and may result in being banned from future participation in any other Seneca College initiatives.

Name _____ Signature _____ Date _____