



76.33 RELEASE OF LIABILITY, WAIVER OF CLAIMS & ASSUMPTION OF RISKS

By signing this document, you will waive certain legal rights, including the right to sue or claim compensation. Please read carefully.

First name Surname: _____ (referred to throughout the document as «I» or “me”)

Activity title: _____ («Mandate»)

Activity location: _____ («Host Country»)

Activity destination dates: _____ («Duration”)

In consideration of the Nova Scotia Community College (“NSCC”) permitting me to participate in the Mandate, and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (“Agreement”).

I – Assumption of Risk

I am aware and understand that the Mandate may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks including, but not limited to, loss or damage to property, injury, illness, social unrest, psychological harm, and death. I acknowledge that I am voluntarily participating in the Mandate and have considered those risks. I am aware of the contagious nature of the 2019 novel coronavirus disease, its variants, and sub-variants (“COVID-19”) and the risk that I may be exposed to or contract COVID-19 by engaging in the Mandate, which may result in a variety of foreseen and unforeseen harms, including illness and death. I acknowledge that I am voluntarily participating in the Mandate and have considered those risks. I expressly and specifically assume such risks, including any and all risk of death, injury, harm, or loss that I may incur because of my participation in the Mandate including, but not limited to, risks associated with COVID-19.

I acknowledge that I carefully read the “Travel health notices” section of the Government of Canada website for the Host Country and any applicable regions therein. I understand that NSCC requires that I consult a travel health clinic six (6) weeks prior to travel. I will comply with all recommendations made by the travel health clinic and outlined in the applicable sections of the above mentioned “Travel health Notices” (together the “Health Recommendations”). I understand that any failure to comply with the Health Recommendations carries significant risk to my health, up to and including death, without any recourse or damage against NSCC.

II – COVID-19

I will comply with all federal, provincial, and local laws, orders, directives, and guidelines related to COVID-19 (“COVID-19 Rules”) while participating in the Mandate. I will comply with the COVID-19 Rules of Canada and the Host Country as are applicable while participating in the Mandate.



I acknowledge and understand that “fully vaccinated” means I have received the number of recommended doses of a COVID-19 vaccine approved by Health Canada and NSCC’s insurance provider guard.me as of the date this Agreement is signed. I understand the scope, and limitations, of coverage applicable to coronavirus and SARS set out in the guard.me Policy even if I am fully vaccinated.

If I have not received the number of recommended doses of a COVID-19 vaccine approved by Health Canada and NSCC’s insurance provider guard.me to be considered “fully vaccinated” as of the date this Agreement is signed, I understand that I have made that decision despite applicable public health recommendations. I further understand and agree that, if I am not “fully vaccinated”, that in addition to any other insurance coverage limitations already applicable, I will have no insurance coverage through guard.me (or NSCC) for any expenses related to coronavirus, SARS, or any mutation or variation of coronavirus or SARS as specified in Exclusion 10 to the Emergency Medical section of the guard.me Policy.

I will be personally responsible for any and all expenses, losses or claims arising from my vaccination status, including the cost of any supplemental insurance coverage I may choose to obtain. I further confirm that I am solely responsible for any cancellation fees, travel or other costs or losses that may be incurred as a result of my choice not to be “fully vaccinated”, including any conditions as may be imposed by authorities within the Host Country.

III – Responsibility acceptance

I acknowledge that I reviewed the NSCC International travel procedures and the following NSCC Policies:

- Respectful Community
- Student Code of Conduct
- Employee Code of Conduct
- Sexual Violence
- Academic Integrity
- Academic Accommodations
- Educational Equity
- NSCC International travel policy

and participated in the pre-departure training and preparation provided by NSCC. I understand that it is my responsibility to respect all of NSCC’s policies and procedures (including but not limited to those listed in this paragraph), as well as all the Host Country’s laws. In the event of a conflict between NSCC’s policies and procedures and the Host Country’s laws, the Host Country’s laws will prevail.

I acknowledge that NSCC informed me of potential risks and dangers of the Mandate, understanding that NSCC cannot predict all risks and dangers. I acknowledge that NSCC instructed me to act with vigilance and diligence throughout the Duration of the Mandate. I acknowledge having had the opportunity ask NSCC any questions related to this Mandate. I acknowledge that I have the necessary experience and knowledge to carry out the Mandate safely and in accordance with NSCC policies and the Host Country’s laws.

I acknowledge having read the risks identified by the Government of Canada in its “*Travel Advice and Advisories*” relevant to the Host Country (and the regions therein) that I will visit as part of the Mandate. I understand that the Government of Canada’s “*Travel Advice and Advisories*” pages are updated regularly, and it is my sole responsibility to ensure I consult the respective pages often to ensure I have current information.



I acknowledge that participation in the Mandate does not include discretionary personal travel or other activities not sanctioned by the NSCC that I may choose to participate in during time off. In addition, the Mandate does not include any extension to my stay in the Host Country or other travel or activities I may choose to engage in following conclusion of the Duration. I recognize and agree that I am solely responsible for all risks and obligations associated with any such personal travel or activities as set out in this paragraph and that that NSCC makes no representation as to the safety or conditions of any such personal travel or activities.

IV– Release, Waiver, and Indemnity

On my own behalf and on behalf of my heirs, executors, administrators and next-of-kin, I hereby expressly waive and release any and all claims which I have or may in the future have against NSCC, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns (**collectively, "Releasees"**), on account of death, bodily injury, psychological injury, property loss or damage or any other losses or claims arising out of or attributable to the Mandate or any personal travel or activities during or following the Mandate, due to any cause whatsoever, including without limitation the negligence of NSCC or any other Releasee, my vaccination decisions, breach of contract, or breach of any statutory duty or any duty of care or otherwise (**collectively, "Claims"**).

I covenant not to make or bring any Claim against NSCC or any other Releasee, and forever release and discharge the NSCC and all other Releasees from liability under such claims.

V – Collaborative and preventive commitment

I understand it is my responsibility to inform NSCC of any injury or illness within twenty-four (24) hours of its occurrence.

I understand I must notify NSCC of the occurrence or discovery of any new risk that arises in connection with the execution of my Mandate or of being in the Host Country, as they arise. Without limiting the generality of the foregoing, I commit to promptly inform NSCC of any prolonged interruption in access to drinking water or health care, of any local epidemic of which I am aware, of any isolated work situation or situation that renders health care inaccessible, and of any situation that could result in emergency repatriation including escalation of Government of Canada travel advisories, as per NSCC's International Travel Policy and International Travel Procedures.

VI – Pre-existing conditions and insurance

I commit to report to NSCC any pre-existing health condition(s) that could prevent me from fully performing the Mandate in the **Annex** of this agreement.

I will confirm with NSCC's insurance provider [guard.me](#) that I will have medical coverage under NSCC's insurance policy ("**NSCC's Policy**") for the Duration of the Mandate. I will confirm with [guard.me](#) that my pre-existing health condition(s) will be covered by NSCC's Policy for the Duration of the Mandate. If NSCC's Policy will not cover my pre-existing health condition(s) I will subscribe to a personal insurance policy in this regard, a copy of which is attached to this Agreement. NSCC reserves the right to cancel my participation in the Mandate if I do not obtain or maintain coverage NSCC considers suitable and I am solely responsible for any cancellation fees, travel or other costs or losses that may be incurred as a result of my failure to obtain and maintain satisfactory insurance coverage.



VII – Right to Refuse Mandate

I acknowledge that my involvement in the Mandate is voluntary, and I have the right to refuse or withdraw from the Mandate at any time if I determine the Mandate, or any part thereof, is hazardous, dangerous, or unsafe.

I acknowledge that I have read and understood NSCC’s international travel policy and international travel procedures.

VIII – Governing Law

This agreement will be governed by the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

IX- Amendments

I understand that no amendment to this Agreement is effective unless it is in writing, identified as an amendment to the Agreement and signed by an authorized representative of NSCC.



Participant's

Agreement:

By signing, I acknowledge that I have read and understood all of the terms of this Agreement and that I am voluntarily giving up substantial legal rights, including the right to sue the Releasees and that I have been given the opportunity to obtain independent legal advice.

First name, Last name:

Address:

Email:

Telephone number:

Signature

Date:

Witness

Date: