

## Informed Consent/Permission for National and International Tours

EAST CENTRAL CATHOLIC SCHOOL DIVISION ("the School Board")  
**Consent for Participation, Risk Acknowledgment, Waiver and Indemnity for National and International  
Tours**

**BY SINGING THIS LEGAL DOCUMENT YOU:**

- INDICATE THAT YOU HAVE UNDERSTOOD THE RISKS ASSOCIATED WITH THIS ACTIVITY
- GIVE UP CERTAIN RIGHTS INCLUDING THE RIGHT TO SUE
- AGREE TO ASSUME FINANCIAL RESPONSIBILITY FOR ANY INJURY OR DAMAGE RESULTING FROM THE STUDENT'S PARTICIPATION IN THE ACTIVITY
- INDICATE THAT YOU HAVE UNDERSTOOD AND AGREE TO ALL TERMS AND CONDITIONS INCLUDED IN THIS DOCUMENT

**PLEASE READ CAREFULLY**

In consideration for the participation of \_\_\_\_\_ ("the Student"), in the field trip offered in conjunction with the \_\_\_\_\_ program providing for travel to \_\_\_\_\_ ("the destination"), and all activities associated therewith, scheduled to commence \_\_\_\_\_, 20\_\_\_\_, and terminate \_\_\_\_\_ 20\_\_\_\_, and organized by the \_\_\_\_\_ School of the East Central Catholic School Division.

Lead Teacher: \_\_\_\_\_

(Hereinafter referred to as "the trip")

I/WE, the Student and the undersigned parent/guardian of the Student, AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

**General**

1. I/WE; approve of and give permission for the Student to participate in the trip as part of the \_\_\_\_\_ education program.
2. I/WE understand that participation in the trip is voluntary.
3. I/WE acknowledge that I/WE have read and understood the attached trip itinerary setting out the particulars of the trip.
4. I/WE understand and agree that the trip starts when the Student boards a vehicle or aircraft used as a carrier on the trip, and finishes when the Student disembarks from a vehicle or aircraft at the time of completion of the Student's participation in the trip.

**Assumption of Risk**

5. I/WE understand and acknowledge that there are risks and hazards inherent in the very nature of the trip and as a result of the Student's participation in the trip. I/We have full knowledge of the nature and extent of these risks and acknowledge that by participating in the trip the Student may suffer personal injury, death, property damage, loss, delay, inconvenience and the cancellation or early termination of the trip, which injuries and losses are inherent in all activities/travel of this nature.

I/WE understand and are aware that the inherent risks and hazards to which the Student may be exposed while participating in the trip, include but are not limited to the following:

- Theft or loss of personal belongings
- Higher level of violence and crime than Canada
- Diseases which are not common in Canada
- Road system or transportation system different than and/or of a lower standard than that in Alberta
- Homesickness
- Cultural differences
- Lower safety standards
- Differing weather conditions than the Student is accustomed to

- Foreign laws, restrictions and regulations
- Medical facilities which are of a lower standard than those in Canada
- Risks or hazards as a result of past or present military activity, political unrest or terrorist activities

I/WE acknowledge that I/we have reviewed and understood the most current travel report issued by the Canadian Department of Foreign Affairs and International Trade for the destination, including the risks detailed in the report.

I/WE acknowledge that it is my/our responsibility to obtain and learn as much information as possible about the risks and hazards of the trip and to weigh those risks against the benefits of the trip, before consenting to the participation of the Student in the trip.

I/WE nevertheless freely and voluntarily consent to the participation of the Student in the trip and agree to accept these risks and fully understand that I/we will be solely responsible for any loss, injury or damage sustained by the Student.

### **Waiver of Liability**

6. In consideration of the Student being allowed to participate in the trip with its inherent risks and hazards, I/we agree to: waive any and all claims that I/we may have now or in the future against the School Board of Trustees, its elected officials and officers, employees, agents, volunteers and representatives, or any of them in connection with the trip; and release the School Board of Trustees, its elected officials and officers, employees, agents, volunteers and representatives, or any of them, from and against any and all liability for personal injury, death, property damage or loss that I/we or the Student may suffer, arising from any cause whatsoever, including the negligent acts or omissions of the School Board of Trustees, its elected officials and officers, employees, agents, volunteers and representatives, or any of them, as a result of the Student's participation in the trip.

### **Acts of God**

7. I/WE understand and acknowledge that the School Board of Trustees, its elected officials and officers, employees, agents, volunteers and representatives cannot accept responsibility for events over which it/they have no control, such as Acts of God, strikes or government restrictions and terrorist activities.

### **Tour Operators and Trip Cancellation**

8. I/WE understand and acknowledge that the School Board of Trustees, and its employees, agents, volunteers and representatives, (including those employees, agents, volunteers and representatives who will be accompanying student participants on the trip hereinafter referred to as "teacher/chaperones"), or any of them, are not and do not represent themselves to be professional tour operators nor do they possess any special knowledge or expertise, on which I/we can rely, with regard to tour operations or traveling arrangements.
9. I/WE understand and acknowledge that the School Board of Trustees, the Student and participants in the trip may be using the services of travel agents, airlines, common carriers, tour organizers, guides, or other similar agencies not directly controlled by the School Board of Trustees and that the School Board of Trustees accepts no responsibility for any acts or omissions of, or for any breach of contract, misrepresentation, negligence or error of, such parties, with respect to all matters in connection with the trip including but not limited to any with respect to the nature or extent of the trip, the lodging, food, transportation or other facilities provided or to be provided in conjunction with the said trip and any acts which may lead to cancellation or curtailment of the trip.
10. I/WE understand and acknowledge that the School Board of Trustees may cancel the trip or any portion thereof at any time, for any reason, and that in such event I/we will not be entitled to a refund of all or any portion of the fees paid by me/us for the trip.

### **Indemnity**

11. I/WE agree to indemnify and hold harmless the School Board of Trustees, its elected officials and officers, employees, agents, volunteers, and representatives, or any of them, from any and all claims, demands, expenses, costs (including legal costs), suits, debts, liabilities and causes of action for which it/they may become liable as a result of any personal injury, death, loss or property damage resulting from, occasioned to or suffered by me/us or

any person or my/our or any property as a result of any act or omission of mine/ours in connection with the Student's participation in the trip.

### Rules of Conduct, Termination of Participation and Waiver of Refund

12. I/WE recognize that participation in the trip is a privilege and I/we understand and agree that as a participant in the trip, the Student must abide by all rules, regulations and directions imposed upon the Student by the School Board of Trustees and its teacher/chaperones, service providers and authorized representatives, and that the failure by the Student to do so may result in the Student's participation in the trip being terminated immediately.
13. I/WE understand and agree that the School Board of Trustees, its elected officials and officers, employees, agents, volunteers, and representatives, including without limitation its teacher/chaperones, or any of them, shall have no responsibility to or for the Student when: the Student is absent from trip sanctioned activities, such as unauthorized visits to friends or relatives; the Student breaches the regulations and rules of the trip; or, the Student willfully departs the trip without authorization.
14. I/WE recognize that it is the Student's sole responsibility to acquaint him/herself with all such rules and regulations established by the School Board of Trustees and its teacher/chaperones, service providers and authorized representatives.
15. I/WE also understand and agree that as a result of the Student disobeying any such rules, regulations and directions that the teacher/chaperones may send the Student home at my/our own expense, and that if the Student is sent home this will also result in a waiver of the right to refund of any part of the fee paid for the trip.
16. I/WE also understand and agree that such termination of the Student's participation in the trip will not relieve me/us from the obligation to pay any debt that I/we have incurred with respect to the trip.

### Medical/Emergency

17. I/WE declare that the Student is physically sound and not suffering from any condition, impairment, infirmity or illness that would prevent the Student's participation in the trip except as hereinafter stated.
18. I/WE acknowledge that the following is information about the Student that the School Board of Trustees and its teacher/chaperones, service providers, and authorized representatives need to know for the purposes of this trip (medical; including but not limited to medication needs, allergies, or medical conditions; physical, emotional or otherwise):

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19. Vaccinations
  - ☐ Measles
  - ☐ Other vaccinations required prior to entry to destination country (list if required)
20. I/WE agree that the School Board of Trustees may, through its teacher/chaperones, agents or employees, secure such medical advice and services as it, in its sole discretion, may deem necessary for the health and safety of the Student in the event of an emergency, and the Student's parent/guardian shall be financially responsible for the provision of such emergency services.
21. I/WE confirm that the following is the emergency contact information for the Student:

|                                            |  |
|--------------------------------------------|--|
| Emergency Contact Name:                    |  |
| Relationship to Student:                   |  |
| Telephone Number(s) for Emergency Contact: |  |

**Documentation and Insurance**

- 22. I/WE understand that the School Board of Trustees does NOT carry insurance that would cover the Student for participation in the trip or in any other school activity.
- 23. I/WE understand that it is my/our responsibility to ensure the necessary travel documents (including passport and visa), and insurance, including but not limited to, out-of-country medical insurance, accidental death, disability and dismemberment insurance and travel insurance, are secured prior to the trip.
- 23a. I/WE understand that trip cancellation insurance is our responsibility and not that of the Board, tour operator and/or lead teachers. We understand that the Board may cancel the trip or any portion thereof at any time, for any reason, and that in such event I/we will not be entitled to a refund of all or any portion of the fees paid by me/us for the trip. (See #10 above)

**Miscellaneous**

- 24. I/WE acknowledge that the Student meets all of the prerequisites required for participation in the trip and agree to ensure the student has adequate clothing and equipment to participate in the trip.
- 25. I/WE understand that this consent, waiver, assumption of risk and indemnity agreement is a legal agreement and I/we agree to be bound by its terms.
- 26. I/WE did not rely upon any promises, inducements, representations or agreements including, but not limited to, any oral statements made by or on behalf of the School Board of Trustees, its elected officials and officers, employees, agents, volunteers, and representatives, or any of them, the effect of which would be to modify or vary the terms of this agreement.
- 27. I/WE understand that the obligations of the Student and the undersigned parent/guardian set out herein are joint and several.
- 28. I/WE understand that if any of the terms or conditions of this agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction the remainder of the agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected.
- 29. I/WE understand that this agreement may only be amended or modified if it is amended or modified in writing by the School Board of Trustees and acknowledged in writing by me/us.
- 30. I/WE understand that the headings used in this agreement are for convenience only and are not to be considered a part of this agreement, and do not in any way limit or amplify the terms and provisions of this agreement.
- 31. I/WE acknowledge and agree that this agreement shall be binding upon and inure to the benefit of my/our and the Student's respective heirs, successors, personal representatives and assigns.

I/WE, the Student named herein and the undersigned parent/guardian acknowledge that we have read and fully understand this agreement and accept the risks of participating in the trip.

SIGNED AT THE CITY/TOWN of \_\_\_\_\_ in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Witness to the signature of the parent

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Name of Witness as to the signature of the parent

\_\_\_\_\_  
Name of Parent/Guardian

\_\_\_\_\_  
Signature of Witness as to the signature of the Student

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Name of Witness as to the signature of the Student

\_\_\_\_\_  
Name of Student

**This form must be completed in full, signed, dated and witnessed before the Student will be permitted to participate in the tripl.**

*The information collected on this form is being collected pursuant to the Education Act (Student Record Regulation), the Freedom of Information and protection of Privacy (FOIP) Act, and Section 23 of the Canadian Charter of Rights and Freedoms. Information acquired through this form is kept secure and access is restricted. If you have any questions regarding the collection or use of this information, please contact your school principal or East Central Catholic School's FOIPP Coordinator at (780) 842-3992.*