

**Program Agreement and
Release of Liability, Assumption of Risks and Indemnity Agreement**

***By signing this document you waive certain legal rights, including the right to sue.
Please read it carefully.***

Name of Participant: _____

Address: _____

Preamble:

Program start date: May 3, 2020

Program end date: June 20, 2020

Program destination(s): Kassel, Germany (Note: some activities and events may take place outside of this location.)

Program purpose:

Participation in the Canadian Summer School in Germany (CSSG). For seven weeks, students from across Canada study German in Kassel, Germany (population almost 200,000) and receive university credit (equivalent to a full-year course). The Program offers waystage-, intermediate-, and advanced-level language and culture courses. The Program offers Community Service Learning (CSL) courses and a course on German Language Teaching & Learning for student teachers, tutors, and certified teachers. In addition, Participants attend plays, operas, and concerts and visit museums in Kassel, Berlin, and other places.

Participants make their own travel arrangements to Germany. Accommodation is provided in private homes and youth hostels. Travel outside of German-speaking countries is not permitted during the CSSG.

Foreign Affairs, Trade and Development Canada has the following advisories for Canadian travellers as of August 22, 2019 (<https://travel.gc.ca/destinations/germany>):

“Risk level(s): Germany - Take normal security precautions.

Exercise normal security precautions. There are no significant safety and security concerns. The overall safety and security situation is similar to that of Canada. You should take normal security precautions.”

This Program is an exceptional educational opportunity, but is not without certain risks, dangers, hazards, and liabilities to all participants. These include, but are not limited to, personal injury, death, property damage, expense and other loss, delay or inconvenience, and course cancellation or curtailment. All persons taking part in the Program are required to accept these and other risks as a condition of their participation. All participants are required to become very familiar with the laws, customs and culture of the Program destination. All participants are required to sign the Release of Liability, Assumption of Risks and Indemnity Agreement set forth below, which is intended to release Saint Mary's University and their representatives from any and all future claims which might arise as a result of participation in the Program.

Part A - Program Agreement

As a participant in this Program, I understand that it is my responsibility to:

1. **Be familiar with and agree to abide by Saint Mary's University Student Discipline Code** <http://www.smu.ca/academics/code-of-student-conduct.html>, **Sexual Assault Policy and Procedures** <http://www.smu.ca/webfiles/SexualAssaultPolicyandProcedures.pdf> and any other code of conduct that is mutually understood by all participants, in order to ensure the safety and well-being of self, program participants and members of the University community acting in the performance of their authorized duties, while participating in the program.

(Initial here that you have read and understood paragraph 1 above)

2. Obtain required travel documents, including passport and visas.
3. Ensure that I have adequate medical (including repatriation), personal health, dental and accident insurance coverage, as well as adequate protection of my personal possessions for the entire duration of my stay abroad. I am also responsible for any medical expenses or any other related costs not covered by this insurance while in transit, at the Program destination or upon my return to my home country.
4. Consult with an appropriate health professional regarding immunizations and health care while abroad.
5. Register with the Canadian government office responsible for the Program destination through ROCA prior to departure as recommended by Foreign Affairs and International Trade Canada (www.travel.gc.ca) or with a comparable office representing my country of citizenship.
6. Respect the laws and customs in the Program destination(s).
7. Regularly attend classes, complete assignments, and participate in special events held by the host institution for visiting exchange students.
8. Take part in the orientation program for incoming exchange students, whenever available.

Further, by signature of this agreement I confirm that I have:

1. reviewed the pre-departure briefing information offered by Global Learning and Intercultural Support on the topics of planning for safe travel and preparation for contingencies;
2. read and understood the current Travel Report for the Program destination, as well as for countries in transit, as issued by Foreign Affairs and International Trade Canada (www.travel.gc.ca) and understand my obligation to respect the advice given there as it relates to my travel. I understand that in this context my travel is considered "non-essential." I understand that the conditions of the Travel Report could change in the future and may possibly result in the cancellation or curtailment of the Program.
3. provided to the Global Learning and Intercultural Support Office travel itineraries, emergency contact information (i.e. Registration Form) and passport details for use in program administration only.
4. secured approval prior to departure, via a Letter of Permission, to transfer credits to my degree program from Saint Mary's University, for all courses taken at the host program and/or secured appropriate approvals prior to departure for academic research.
5. paid all fees on time as required by Saint Mary's University and/or the host institution.

Part B - Release of Liability, Assumption of Risks and Indemnity Agreement

I am aware that participation in the program may involve many risks, dangers, hazards, and liabilities including but not limited to those in the Preamble set forth above. I freely accept and fully assume all such risks, dangers, hazards and liabilities, and the expense and inconvenience resulting therefrom.

In consideration of Saint Mary's University allowing my participation in the Program, I hereby:

1. **RELEASE THE RELEASEES (as defined below)** from any and all claims, whether in contract or tort or otherwise, and arising as a result of my participation in the Program, which I have or may have in the future against Saint Mary's University, it and any of its present and past directors, officers, professors, instructors, employees, support personnel, agents,

representatives and subsidiary, successor, parent and affiliated companies or organizations, including all present and past, employees, officers, directors, agents and brokers of said companies or organizations (**all of whom are hereinafter collectively referred to as the "releasees"**).

2. **HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all claims and liability for any loss, damage, injury or expense to any third party, whether direct or indirect and howsoever caused, resulting from my participation in the Program.
3. **EXPRESSLY AGREE** that this agreement shall be effective and binding upon my next of kin, heirs, executors, administrators, assigns and representatives in the event of my death or incapacity.

I have read and fully understand this Agreement prior to signing it, and I am aware that by signing below, I am waiving legal rights which I may have or which my next of kin, heirs, administrators, executors, successors and assigns may have against the releasees.

Signed this _____ day of _____ month, _____ (year).

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

Printed name of witness _____

Telephone # of witness _____

PARENT OR GUARDIAN IF PARTICIPANT IS UNDER 19 YEARS

Printed name

Signature

This agreement must be completed in full, signed, dated and witnessed before the participant may participate in the Program.