

Field Trip – Release, Waiver and Indemnification

ATTENTION: BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.

WHEREAS I wish to participate in a field trip to *Glenlea Astronomical Observatory*, where I will participate in activities such as *observational astronomy and using telescopes* as part of the *PHYS 1810* course from *Monday, September 26th, 2016 to December 9th, 2016*, as well as any activities offered therein (hereinafter, collectively all activities referred to as the “Field Trip”);

IN CONSIDERATION of the University of Manitoba arranging for me to have the opportunity to participate in the Field Trip in a location off campus from the University and beyond the control of the University of Manitoba, more specifically at *Glenlea Astronomical Observatory* (the “Destination”);

1) I know that there are potential risks associated with participating in the Field Trip, including, but not limited to:

- **Transportation and travel-related risks and dangers** arising from travel to and from any locales to be visited by any means whatsoever, including, without limitation, public or private bus, motor vehicle, boat, aircraft, helicopter, light fixed-wing aircraft, etc.;
- **Plant, insect and animal allergens**, such as pollen, poison ivy, stinging nettle, fungal spores, mosquitoes and ticks;
- **Weather-related risks** such as tornadoes, lightning strikes, sunstroke, sunburn and hypothermia;
- **Water-related risks** such as drowning or otherwise suffering harm while in, by or near water;
- **Food-related risks** such as choking, allergic reactions to food ingredients, illnesses or infections from food or water consumption;
- **Viral and bacterial diseases** such as West Nile Virus, Hantavirus Pulmonary Syndrome or Lyme Disease or other diseases that are conveyed by rodents and insects in the vicinity of the Destination;
- **Bodily-injury risks** such as fracturing or breaking limbs or other external or internal bodily injuries;
- **Personal safety risks** such as being mugged, robbed or sexually assaulted;
- **Miscellaneous risks** such as errant gunfire from hunting activities or wildfire.

2) I agree to participate in the Field Trip notwithstanding all potential risks and further agree to assume all related risks of attending at and participating in the said Field Trip. I further acknowledge that I had other options other than to participate in the Field Trip, but I have selected to participate in the Field Trip freely and voluntarily.

3) I, on my own behalf and on behalf of my heirs, executors, administrators and assigns release the University, its respective servants, agents or employees (collectively referred to as the “University”) from any liabilities, claims or actions of any nature whatsoever arising from or related to any and all personal injury (including death), loss or damages to property howsoever arising, including personal injury, death, loss or damages to property resulting from the negligence of the University while I am attending at, participating in or travelling to or from the Field Trip. Such negligence of the University may include, without limitation, failure to implement adequate safety procedures or to provide adequate safety equipment.

4) I further agree to indemnify the University, its servants, agents or employees from any damages which may result or any and all claims or demands which may be made against the University howsoever arising out of or in consequence of my attendance at, participation in or travel to and from the Field Trip.

5) I further state that I am of lawful age and legally competent to sign this Release and

Indemnification.

In signing this Release and Indemnification, I am not relying upon any oral or written representations or statements made by the University other than what is set forth in this Release and Indemnification. I have read and understood this Release and Indemnification, and I am aware that by signing this Release and Indemnification I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the University.

IN WITNESS WHEREOF I have set my hand on the date set out below.

Signature (Witness)

Participant Signature (if over 18)

Print Name

Print Name, Date of Birth (DD-MM-YYYY)

Date

Date

PARENT OR GUARDIAN (required where Participant is under the age of 18):

I am the minor's parent and/or legal guardian and understand the nature of the Field Trip, and the minor's experience and capabilities, and believe the minor to be qualified, in good health and in proper physical condition to participate in the Field Trip. I hereby release, discharge, covenant not to sue and agree to indemnify, save and hold harmless the University from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence of the University or otherwise, including negligent rescue operations; and further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, the minor, or anyone on the minor's behalf, makes a claim against the University, I will indemnify, save and hold harmless the University from any litigation expenses, attorney fees, loss, liability, damage, or cost which any and all of them may incur as the result of any such claim.

Signature (Witness)

Parent/Guardian Signature

Print Name

Print Name, Relationship to Minor

Date

Date

*This personal information is being collected under the authority of the *The University of Manitoba Act* and will be used for the registration of the participant in the Field Trip. The personal information that you provide will be used and disclosed only for the purpose(s) for which it is collected, unless you consent, or we are authorized to do so under *The Freedom of Information and Protection of Privacy Act* (FIPPA). If you have any questions about the collection of your personal information, contact the Access and Privacy Office (tel: 204-474-9462 or 204-474-8339), 233 Elizabeth Dafoe Library, University of Manitoba, Winnipeg MB, R3T 2N2.