RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

ANTH 381 & ANTH 382 – Mexico Ethnographic Field School

WARNING: BY SIGNING THIS DOCUMENT (THE "WAIVER") YOU WILL ASSUME CERTAIN PHYSICAL OR LEGAL RISKS. YOU WILL ALSO WAIVE SPECIFIC LEGAL RIGHTS, INCLUDING WITHOUT LIMITATION THE RIGHT TO SUE THE UNIVERSITY OF VICTORIA AND EACH OF ITS GOVERNORS, OFFICERS,AGENTS, EMPLOYEES, STUDENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND ANYONE FOR WHOM THEY ARE IN LAW RESPONSIBLE (COLLECTIVELY REFERRED TO AS THE "RELEASEES"), EVEN WHERE ONE OR MORE OF THOSE INDIVIDUALS IS NEGLIGENT. PLEASE READ ALL PAGES CAREFULLY.

Name: _____
(Last) (First) (Middle)

Address: _____
(Street) (City) (Province)

_____
(Postal Code) (Telephone Number)

Preamble

The Mexico Ethnographic Field School, for ANTH 381 and ANTH 382, supported by the Universidad Intercultural Maya de Quintana Roo, taking place in José María Morelos, Quintana Roo, Mexico, from April 29 - May 19, 2027 ("the Program") is an exceptional learning and travel opportunity, but it is not without certain risks, dangers and hazards to all Participants. These include, but are not limited to: delay or inconvenience, program cancellation or curtailment, increased risk to health, the loss of personal property, injury and even death.

All persons taking part in the Program are required to accept these and other risks as a condition of their participation. The University of Victoria will not accept any liability for injury, loss, damage or expense sustained as a result of any person's participation in the Program.

The Statement of Risks set forth below is intended to enable Participants to better understand and accept the various risks involved in the Program. All Program applicants will be required to sign the Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement set forth below, which will release the University of Victoria and each of its governors, officers, agents, employees, students, contractors, subcontractors, representatives, successors and assigns (collectively referred to as the "Releasees"), from any claims which might arise as a result of the applicant's participation in the Program.

Statement of Risks

The Program involves the risks inherent in international travel. These include, but are not limited to: risks of criminal activity, standards of medical care which may differ from Canada and treatment that may be expensive, and standards of criminal justice which may vary from Canadian standards, all of which may result in increased risks to the Participant's health, damage to or loss of the Participant's property, injury of the Participant or even death.

Participants in the Program will be using the services of independent travel agents and airlines. The Releasees do not accept responsibility for the conduct of these independent agencies. It is always possible that the Program may not be completed or individual activities may be curtailed or cancelled. Reasons for curtailment or cancellation may include, but are not limited to: weather, illness, political disturbances, civil unrest, war, transportation problems, failure to perform on the part of travel agents or airlines, problems relating to customs, natural disaster, or other circumstances beyond the control of the Releasees.

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It is the responsibility of each Participant in the Program to learn as much as possible about the risks of the venture, to weigh those risks against the advantages, and to decide whether or not to participate.

The Releasees accept no responsibility and assume no liability with respect to any academic, vocational, medical, or financial advice received by a Participant concerning the Program.

_____(initial here)

I,_____, am aware that the Program involves many possible risks, dangers and hazards including, but not limited to those referred to in the Preamble and the Statement of Risks set forth above. Prior to signing this Release of Liability, Waiver of Claims and Indemnity Agreement I have reviewed:

a) the Government of Canada's travel advisory for Mexico which is available at https://travel.gc.ca/destinations/mexico

b) International SOS's Medical and Security Advice for Mexico which is available at https://www.uvic.ca/offcampus-safety/index.php

I acknowledge that I should periodically review such travel advisories since they may change from time to time. I acknowledge that I have reviewed the materials given to me relating to the arrangements for travel, food and accommodation and I fully understand and appreciate the nature of such hazards and risks and voluntarily accept all the hazards and risks of participating in the Program. I am also aware that my participation in the Program is voluntary. I freely accept and fully assume all such risks, dangers and hazards, and the possibility of delay or inconvenience, Program cancellation or curtailment, the loss of, or damage to, personal property, injury to my health, bodily injury and even death.

Release of Liability, Waiver of Claims and Indemnity Agreement

IN CONSIDERATION of the Releasees allowing me to participate in the Program, and as a condition of my participation in the Program, and for other good and valuable consideration (the receipt and sufficiency of which I acknowledge):

1. I WAIVE AND RELINQUISH ANY AND ALL CLAIMS, CAUSES OF ACTION, COSTS, DAMAGES, DEMANDS AND OBLIGATIONS of any kind or nature whatsoever, known or unknown, that I have or may in the future have against the Releasees resulting from my participation in the Program and arising from any cause whatsoever, including negligence, breach of contract, or breach or any statutory duty or other duty of care on the part of the Releasees.
2. I RELEASE AND FOREVER DISCHARGE the Releasees from and against any and all liability for any loss, expense, property damage, bodily injury or death that I may suffer as a result of my participation in the Program, or in any manner connected with, related to or as a consequence of my participation in the Program, due to any cause whatsoever, including any negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasees.
3. I AGREE TO HOLD HARMLESS AND INDEMNIFY the Releasees from any and all liability for (a) any damage to the property of, or bodily injury to, any third party, resulting from my negligent or intentional act or omission while participating in the Program; and (b) from any and all non-scheduled or emergency expenses related to first aid or medical treatment or evacuation of myself in the event of an accident, injury or illness. I acknowledge that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and not paid by the Releasees.
4. I agree to abide by all local laws and regulations while participating in the Program, and to take responsibility for my own conduct, should I become liable to any person for any loss or damage which I have caused.
5. I agree that this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement shall be effective and binding upon my successors, assigns, heirs, next of kin, executors, administrators and personal representatives.

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6. I agree that this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. Any action or dispute arising out of my participation in the Program shall be instituted or brought in the Courts of the Province of British Columbia, and by signing and delivering this Agreement, I irrevocably accept and submit to the exclusive jurisdiction of such courts, and to all proceedings in such courts.

7. I represent, warrant and agree that, in executing and delivering this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I am not relying, and have not relied, upon any representation, promise or statement made by the Releasees which is not recited or embodied in this Agreement.

8. I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. IT HAS BEEN EXPLAINED TO ME THAT THE RELEASEES WILL NOT PERMIT MY PARTICIPATION IN THE PROGRAM UNLESS I SIGN AND AGREE TO THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.

9. I HAVE BEEN GIVEN THE OPPORTUNITY AND HAVE BEEN ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

Signed this_____day of_____, 20____

_____	_____
Signature of Participant	Signature of Witness
_____	_____
Name of Participant (printed)	Name of Witness (printed) (aged 19 or older)