

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT**

**By signing this document, you will waive certain legal rights, including the right to sue. Please Read Carefully.**

Name of Applicant: \_\_\_\_\_

Address : \_\_\_\_\_

Name of Educational Tour Program: **Galapagos Eco Tour 2010**

**PREAMBLE**

The Langara College Continuing Studies Educational Tour Program (the Program) is an exceptional opportunity, but it 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 this program are required to accept these and other risks as a condition of their participation in this venture. Langara College 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 below is intended to enable applicants 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 Langara College and their representatives from any future 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 travel to foreign countries. There are some risks, dangers, and hazards to which all travelers are exposed. The Program will be using the services of independent agencies, such as airline, ferry, train, metro, bus, hotel, and restaurant. Langara College cannot accept responsibility for the conduct of these independent agencies. It is always possible (though unlikely) that the Program might not be completed, or individual activities might be curtailed or cancelled, due to weather, transportation problems, failure to perform on the part of the independent agencies, or other circumstances either within or beyond the control of Langara College.

The Program is an adventure travel tour, which involves risks with the possibility of bodily harm due to activities (including, but not limited to, snorkeling in open waters, hiking, horseback-riding, and exploration of lava tunnels). All participants in the Program will be required to attend an orientation class on procedures, safety and behavioral conduct required to minimize risk and disruption during the Program. It is the responsibility of each participant to learn about the risks involved. Langara College personnel cannot and will not assume liability in respect of any of these risks, dangers, hazards and liabilities. Langara College accepts no responsibility and assumes no liability, with respect to any academic, vocational, medical, financial, tax or other advice received by a participant concerning the Program.

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

To: Langara College

I, \_\_\_\_\_ am aware of the above conditions and freely accept and fully assume all such risk, dangers, hazards, and liabilities and the possibility of personal injury, death, property damage, loss, expense or inconvenience.

In consideration of Langara College accepting my application to the Program and allowing me to participate in the program, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS**, whether in contract or in negligence, that I have or may have in future against Langara College, their directors, officers, professors, instructors, employees, agents, contractors, support personnel and other representatives (all of whom are hereinafter collectively referred to as "The Releasees").
2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I might suffer or that my next of kin may suffer as a result of my participation in the Program due to any cause whatsoever, **INCLUDING BREACH OF CONTRACT OR NEGLIGENCE ON THE PART OF THE RELEASEES**.
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any loss, damage, injury or expense to any third party resulting from my participation in The Program
4. **THAT THIS AGREEMENT** shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

I have read and understood this agreement prior to signing it, and am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Applicant (Please print) \_\_\_\_\_

Witness (Please print) \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_