

The Walking School Bus (TWSB) Trip to Uganda

**RELEASE OF LIABILITY & WAIVER FORM**

**THE WALKING SCHOOL BUS (TWSB) RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

TO: THE WALKING SCHOOL BUS (hereinafter referred to as the "OPERATOR")

FROM: \_\_\_\_\_  
Insert FULL LEGAL NAME

DATE: \_\_\_\_\_, 2017

**THE FOLLOWING AGREEMENT CONTAINS WAIVER OF CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY**

1. DEFINITION

1.1 In this agreement the term "Activities" shall include all activities in any way related to the activities organized for me by the Operator, including, but not limited to, orientation and instruction sessions, transportation and travel to and from the schools in Putti Village in rural Mbale, educational activities undertaken at Yonatan Netanyahu Memorial School in Putti Village, rural Mbale, Hadassah Primary School and Semei Kakungulu High School on Nabagoye Hill both in rural Mbale, attendance at the schools, gardens and grounds work and related and other activities of any nature whatsoever, whether or not undertaken under the supervision of or in the presence of the Operator.

2. ACKNOWLEDGEMENT - ACTIVITY SAFETY

2.1 I understand and acknowledge that the Activities may involve physical exertion, which may result in injury or aggravation of pre-existing physical injuries, conditions, symptoms or congenital defects to participant. I acknowledge I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the Activities.

2.2 I understand and acknowledge that I am travelling to a country where many potentially dangerous conditions exist which are beyond the control of the Operator including, but not limited to: acts of God, weather, riots, robbery, water or nutrition contamination, exposure to sun, tetanus, malaria and other disease, political instability, war, floods, or earthquakes.

2.3 I acknowledge I have been strongly advised to purchase full travel insurance which covers medical emergencies, evacuations and trip cancellation.

3. ASSUMPTION OF RISKS

3.1 I am aware that the Activities involve many risks, dangers and hazards including, but not limited to: accidents occurring during boarding or disembarking from aircraft or other means of transportation

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or during transportation to or from the Activities; vehicle collisions; encounters with domestic and wild animals; becoming lost or separated from the group leader or other participants; negligence of other participants in the Activities or others not involved in the Activities; and NEGLIGENCE ON THE PART OF THE OPERATOR, INCLUDING THE FAILURE BY THE OPERATOR TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I am aware that the risks, dangers and hazards of the Activities contribute to the enjoyment of the experience and I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

**INITIAL HERE:** \_\_\_\_\_

#### 4. RESERVATIONS AND RESTRICTIONS

##### 4.1 The Operator reserves the following rights:

- i. to cancel any Activities, or places on any itinerary;
- ii. to substitute guesthouses or group leaders, when necessary, or advisable, without prior notice;
- iii. may remove or alter, without penalty, any Activities in order to ensure safety and proper handling of the Activities;
- iv. shall not be responsible for any cost arising from any emergency or evacuation involving my safety and I agree to pay all such costs and any other expenses related thereto;
- v. to decline to permit me to participate or continue to participate in any Activities if it judges me to be incapable of meeting the rigors and requirements of participating in the Activities, or if my actions or deportment impede trip operations or the rights, welfare or enjoyment of other trip members; and
- vi. to cancel any trip prior to departure and is hereby released from any and all liability for cancellation of any trip, or portion thereof.

4.2 The Operator shall not be held liable for damage to or loss of personal property or for time or expense incurred, or for any irregularity which may be occasioned through acts of any company and/or persons engaged in the Activities.

4.3 The Operator reserves the right to take photographs and film records of and during the Activities and may use any such records for promotional and/or commercial purposes, and I waive and release the Operator for any liability or compensation for the use of my image.

#### 5. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

5.1 In consideration of the Operator agreeing to my participation in the Activities and permitting my use of its equipment, vehicles, accommodation and other facilities (hereinafter referred to as the "Facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- i. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GROUP LEADERS, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUB-

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CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in the Activities, DUE TO NEGLIGENCE, BREACH OF CONTRACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;

- ii. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities;

6. GENERAL

6.1 This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

6.2 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia;

6.3 Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

6.4 In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of the Activities, other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND ACCEPT ITS TERMS, AND I AM AWARE THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Participant Name: \_\_\_\_\_

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

(Or if in the event, participant is under 19 years of age the signature of the participant's parent or guardian)

Parent/Guardian Name: \_\_\_\_\_

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