

SAMPLE PARTICIPATION AGREEMENT

Welcome to the School of _____ at Selkirk College (“College”).

During the 2023/24 year, students enrolled in the _____ course (“Program”) will be invited to participate in various off-campus trips (including on unmanicured grounds of College property) and practical experiences that will form part of the educational program and which are designed to enhance their learning experience in the Program (the “Off- Campus Activities”). A description of some of these Off-Campus Activities that have been planned is attached in Appendix A-_____.

The purpose of this Participation Agreement is to ensure that students are fully informed about the nature of the Off-Campus Activities, and the College’s expectations of students who attend these excursions. It is also important that students understand the physical demands and any risks or hazards that may arise from participation in these Off-Campus Activities.

In exchange for the College’s agreement to plan, offer and facilitate student participation in the Off-Campus Activities, all students who participate will be required to sign and return a copy of this Participation Agreement. Students who do not sign this Participation Agreement may not participate in the Off-Campus Activities and may not be admitted into their respective program.

PLEASE REVIEW THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING THIS PARTICIPATION AGREEMENT YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND AND AGREE THAT YOU, AND YOUR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, WILL BE BOUND TO THE TERMS SET OUT BELOW.

All references in this document to “you” or “your” refers to the student signing this Agreement below (the “Participant”), or on whose behalf this Agreement is signed.

Scope of this Agreement

This Participation Agreement applies to all Off-Campus Activities, including those listed below as well as those that are not listed but which may be planned and offered during the 2023/24 academic year as part of the Program.

Expectations of Students

It is the responsibility of each student to ensure that they are properly attired for each Off-Campus Activity and that they bring with them all required equipment and supplies. Students must also be physically and medically able to participate in the Off-Campus Activities. If you have reason to believe that a medical condition or other impairment may interfere with your ability to safely participate in an Off-Campus Activity, it is your responsibility to seek and

follow medical advice and refrain from participating in any Off-Campus Activities (or portions thereof) if it would endanger your or anyone's health or safety. In such a case, it is the student's responsibility to consult with their instructor about obtaining alternative class work or assignments, if required.

During your participation in Off-Campus Activities, you must ensure that you behave responsibly, follow the directions of your instructors or trip organizers and at all times comply with the College's Student Code of Conduct, Policy 3400.

You acknowledge and agree that the College reserves the right to deny participation to any students who do not comply with these requirements or whose participation in an Off-Campus Activity may pose a risk to themselves or others.

Nature of the Risks

By signing this Participation Agreement, you acknowledge that there are risks associated with your participation in the Off-Campus Activities. College personnel will not provide constant supervision. Please see Appendix A-_____.

Participation in the Off-Campus Activities is at the student's own risk. By signing below, you are acknowledging that your participation in the Off-Campus Activities is voluntary, and you understand and agree to assume all risks associated with your participation in the Off-Campus Activities, whether or not the College has disclosed those risks to you, including the possibility of illness, injury, psychological injury or stress, pain, suffering, permanent or temporary disability, property or economic loss, even death and other unforeseen risks (collectively the "Losses" and each a "Loss"). Losses may arise from your own actions or the actions of others, including negligent actions, or the condition of the activity, location or facilities. You agree to assume all risks of your participation in the Off-Campus Activities, including any and all Losses, whether such risks are known to you or unknown, including travel to and from the activity and including any events incidental to any Off-Campus Activity.

Waiver and Release

To the fullest extent permitted by law, and in consideration of being allowed to participate in the Off-Campus Activities, you agree to waive, discharge all claims, and release from liability the College and its board members, employees, volunteers, contractors and agents ("College Personnel") and their successors, from any and all liability arising from your participation in any and all Off-Campus Activities, including from any Loss or Losses, even if caused by the negligence of the College or College Personnel, that you or your heirs, executors, administrators or next of kin, may suffer or incur as a result of your participation in any Off-Campus Activity, travel to and from the Off-Campus Activity and any events incidental to the Off-Campus Activity.

Indemnity

You further agree to indemnify and hold harmless the College and College Personnel from any and all claims, losses, damages or expenses (including legal fees) that may be incurred by the College or College Personnel if caused by your acts or omissions during or related to any Off-Campus Activities, including claims or legal proceedings that may be brought or made against the College or College Personnel and arising, directly or indirectly, from your acts or omissions.

General

By signing below, you acknowledge and agree that (1) You have read this Participation Agreement and had an opportunity to ask questions about it. (2) You voluntarily assume all risks described above, and acknowledge that by signing this Agreement you are waiving certain legal rights. (3) This Participation Agreement is the entire agreement between you and the College concerning the subject matter set out herein and supersedes any other statements or representations, whether oral or written, concerning the same subject matter including in College brochures or calendars describing the Off-Campus Activities. (4) This Agreement is binding on you and your heirs, next of kin, executors, administrators and assigns. (5) This Agreement is to be interpreted in accordance with the laws of the Province of British Columbia, and any disputes or claims arising under this Agreement or in connection with an Off-Campus Activity will be subject to the exclusive jurisdiction of the courts of British Columbia.

PARTICIPANT (if 19 or older)

Signature: _____

Name (please print): _____

Date: _____

If the Participant is younger than 19, then this Agreement must be signed by a parent or guardian with legal authority to enter into this Agreement on behalf of the Participant:

Parent/Guardian

Signature: _____

Name (please print): _____

Address: _____

Date: _____

By signing below, I confirm that I have provided my most up-to-date emergency contact information in my application form and will continue to update my student record with the most up-to-date emergency contact information on a regular basis.

PARTICIPANT (if 19 or older)

Signature: _____

Name (please print): _____

Date: _____

If the Participant is younger than 19, then this Agreement must be signed by a parent or guardian with legal authority to enter into this Agreement on behalf of the Participant:

Parent/Guardian

Signature: _____

Name (please print): _____

Address: _____

Date: _____