

EPARCHY OF MISSISSAUGA
(Epharchy for all Syro Malabar Catholic in Canada)

Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

On occasion, the **EPARCHY OF MISSISSAUGA**, including the parishes, organizations, associations, ministries or other groups, offers excursions, trips, camps, retreats outside of the diocese. These trips may involve risks, dangers and hazards in addition to those normally associated with international travel or travel to foreign and unfamiliar destinations. All participants in these trips or excursions are required to sign this release of liability and waiver agreement. By signing this agreement, you will waive or give up certain legal rights, including the right to sue, should you be injured, become ill or die during the trip or excursion. Please read carefully!

To: **EPARCHY OF MISSISSAUGA**, (hereinafter referred to as the "**Eparchy**")

Name:	
Name of Parish or Organization:	
Nature of Trip:	
Date of Trip:	
Address of Participant:	
Emergency Contact Numbers for Participant:	
<p>(Signature of Participant)</p> <p>Your personal information provided above is to be used for the purpose of identifying you and for utilizing your emergency contact information in the event of an emergency while on your trip or excursion. This information will be retained for a period of two years following the completion of the trip or excursion.</p>	

Definitions

In this Agreement:

"Activities or Excursions" includes all activities related to the trip or excursion, including preparation, planning and training, activities, services, use of facilities and transportation in any way related to the trip or excursion.

"Eparchy" means Bishop of the eparchy of Mississauga and the Eparchy of Mississauga, including all parishes, organizations, associations, ministries and informal groups sponsored by, organized or carried out under the authority of the Eparchy.

Assumption of Risks

I am aware that the trip or excursion in which I am participating may take place in a country or locale that involves various risks, dangers and hazards. I acknowledge and accept that the organizers, leaders, chaperones and volunteers of the trip or excursion may fail to predict whether it is safe to travel to that destination or whether any unforeseen risks may occur. Such risks may include, but are not limited to:

- (1) Risks associated with travel by any means, whether by public or private transport, and whether on public or private roads or highways in connection with the trip or excursion;
- (2) Exposure to disease and unsanitary conditions;
- (3) Risk of physical assault, robbery, kidnap or other crimes;
- (4) A lack of security, police or other protection;
- (5) Risks of terrorism or war;
- (6) Inability to obtain access to proper medical support or facilities;
- (7) Hazardous conditions due to the nature of the geography or terrain;
- (8) Poorly constructed man-made structures;
- (9) Changing and/or poor weather conditions;
- (10) Mechanical failure of equipment;
- (11) Impact or collision with other individuals and/or vehicles;
- (12) Negligence of trip organizers, chaperones and leaders; and
- (13) Negligence on the part of the releasees, including failure of the releasees to safeguard or protect me from the risks, dangers and hazards referred to above.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN TRIPS OR EXCURSIONS or camps or retreats OF THE EPARCHY AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, ADVERSE HEALTH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in the activity or excursion, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the EPARCHY arising out of any aspect of my participation in the trip or excursion;

TO RELEASE the EPARCHY from any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer during my participation in the activity or trip, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care on the part of the Eparchy and also including failure on the part of the Diocese to safeguard or protect me from the risks, dangers and hazards referred to above; and

TO HOLD HARMLESS AND INDEMNIFY the Eparchy from any and all liability for any property damage, personal injury, health risks to me or any third party resulting from my participation in the trip or excursion.

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;

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

Any litigation involving the parties to this Agreement shall be brought within the Province of Alberta.

In entering into this Agreement, I am not relying upon any oral or written representation or statements made by the Diocese with respect to the safety of the trip or excursion, other than what is set forth in this Agreement.

I CONFIRM THAT 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, ASSIGNS OR REPRESENTATIVES MAY HAVE AGAINST THE DIOCESE.

SIGNED this _____ day of _____, 20____ at _____, Alberta..

Signature of Witness

Signature of Participant

[Please print name clearly]

[Please print name clearly]