

THIS AGREEMENT made this _____ day of _____, 20____,

B E T W E E N:

McMASTER UNIVERSITY,
(Hereinafter the “University”)

OF THE FIRST PART

-and-

(Student Name – hereinafter the “Participant”)

OF THE SECOND PART

WHEREAS the Participant is a(n) (under)graduate student of McMaster University;

AND WHEREAS the participant has obtained the opportunity to pursue practical clinical experience in the country of _____ (hereinafter referred to as the “Activity”);
[name]

AND WHEREAS the University and the Participant are aware that there is a considerable risk generally in traveling abroad with respect to personal security and safety, adequacy of medical care and facilities, and exposure to theft or damage to personal property;

AND WHEREAS the University has made the Participant aware of these risks and the Participant has willingly and voluntarily assumed them;

NOW THEREFORE in consideration of the mutual covenants, terms and conditions contained herein the parties covenant and agree as follows:

1. RECITALS

The parties agree that the statements and representations contained in the recitals hereto are true and form part of this agreement.

2. IDENTIFICATION OF RISKS

The Participant understands that participation in the Activity involves risks of serious injury, including permanent disability, death, and other losses or injury, both to the Participant or the Participant’s property, and that such injury and losses may result from the actions, inactions or negligence of the Participant, or the actions, inactions or negligence of others.

3. INSURANCE

The Participant currently has, and agrees to maintain throughout the time that the Participant is involved in the Activity, valid and sufficient medical insurance. The Participant understands that the provision and maintenance of this insurance coverage is the sole responsibility of Participant and the Participant releases all persons and entities from providing this coverage for him/her.

4. WAIVER

The Participant, being aware of the risks and willing to assume them, hereby waives, releases, and holds harmless the University and each of its affiliates, subsidiaries, officers, governors, employees, servants, agents, officials or representatives (“Released Parties”) from all claims by the Participant for any liability, injury, loss or damage in any way connected with the Participant’s participation in the Activity, including negligence on the part of the Released persons. The Participant intends for this waiver and release to also apply to and bind any relatives, personal representatives, heirs, beneficiaries, next-of-kin or assigns who may pursue any legal action or claim on the Participant’s behalf.

5. APPLICABLE LAW

This waiver and release is formed under and is to be interpreted in accordance with the laws of the Province of Ontario.

McMASTER UNIVERSITY

PARTICIPANT

Per: _____
