

Application for the _____ excavation campaign at ancient Ilduro
(Cabrera de Mar, Spain) May - June

Everyone should complete this form: GRS 495 students and Volunteers (Please print clearly):

Full name:

Student number (if applicable):

GPA (est.):

Home Address:

Telephone: ()

E-mail Address:

Date of Birth:

Gender: M F Other

Passport issued by:

Passport number:

Major field of study:

Medical Insurance Number:

Allergies (food, sun, nuts, etc.):

Dietary specifications (vegetarian, lactose/gluten intolerant):

Chronic injuries or health issues (ankles, back, asthma, etc.)

Medications:

☐ I attest that I am responsible for all required medications and will abide by supervisor's directions. I will notify Dr. Sinner of any changes before and during the program that would impact my health and participation.

How would you describe your general physical condition and ability to live in group settings?

Emergency Contact Information

Name: Relationship to applicant:

Telephone: Day ()

Evening ()

email:

Signature of Applicant:

Date:

The above information is true and correct on the date of signature. **I have included the signed waiver and a short statement of interest, including relevant skills (drawing, mapping, physical work, etc.) along with this application.**

We also ask for a reference from a professor, boss, coach, etc. in support of your participation and attesting to your suitability to the rigors of this program. Email letters are acceptable.

All materials are due by the end of January, to:

Alejandro G. Sinner

Department of Greek and Roman Studies

B423 Clearihue, PO Box 1700, Victoria, B.C. Canada V8W 2Y2

agsinner@uvic.ca

Tel: 250 891 2780

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Reference

Name:

Position:

Relationship to applicant:

How long have you known the applicant?

Contact Information:

Please comment as fully as possible on the suitability of the applicant for the program (maturity level, communication skills, physical strength/fitness, emotional, and intellectual ability, etc.).

Reference can be sent by email to: agsinner@uvic.ca, or delivered by applicant.

Signature

Date

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

Archaeology Practicum - GRS 495

WARNING: BY SIGNING THIS DOCUMENT (THE “WAIVER”) YOU WILL ASSUME CERTAIN PHYSICAL OR LEGAL RISKS. YOU WILL ALSO WAIVE SPECIFIC LEGAL RIGHTS, INCLUDING WITHOUT LIMITATION THE RIGHT TO SUE THE UNIVERSITY OF VICTORIA AND EACH OF ITS GOVERNORS, OFFICERS, AGENTS, EMPLOYEES, STUDENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND ANYONE FOR WHOM THEY ARE IN LAW RESPONSIBLE (COLLECTIVELY REFERRED TO AS THE “RELEASEES”), EVEN WHERE ONE OR MORE OF THOSE INDIVIDUALS IS NEGLIGENT. PLEASE READ ALL PAGES CAREFULLY.

Name:

(Last)

(First)

(Middle)

Address:

(Street)

(City)

(Province)

(Postal Code)

(Telephone Number)

Preamble

The Archaeology Practicum - GRS 495 (“the Program”) is an exceptional learning and travel opportunity, but it is not without certain risks, dangers and hazards to all Participants. These include, but are not limited to: delay or inconvenience, program cancellation or curtailment, increased risk to health, the loss of personal property, injury and even death.

All persons taking part in the Program are required to accept these and other risks as a condition of their participation. The University of Victoria 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 forth below is intended to enable Participants 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 the University of Victoria and each of its governors, officers, agents, employees, students, contractors, subcontractors, representatives, successors and assigns (collectively referred to as the “Releasees”), from any 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 international travel. These include, but are not limited to: risks of criminal activity, standards of medical care which may differ from Canada and treatment that may be expensive, and standards of criminal justice which may vary from Canadian standards, all of which may result in increased risks to the Participant's health, damage to or loss of the Participant's property, injury of the Participant or even death.

Participants in the Program will be using the services of independent travel agents and airlines. The Releasees do not accept responsibility for the conduct of these independent agencies. It is always possible that the Program may not be completed or individual activities may be curtailed or cancelled. Reasons for curtailment or cancellation may include, but are not limited to: weather, illness, political disturbances, civil unrest, war, transportation problems, failure to perform on the part of travel agents or airlines, problems relating to customs, natural disaster, or other circumstances beyond the control of the Releasees.

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It is the responsibility of each Participant in the Program to learn as much as possible about the risks of the venture, to weigh those risks against the advantages, and to decide whether or not to participate.

The Releasees accept no responsibility and assume no liability with respect to any academic, vocational, medical, or financial advice received by a Participant concerning the Program.

_____(initial here)

I, _____, am aware that the Program involves many possible risks, dangers and hazards including, but not limited to those referred to in the Preamble and the Statement of Risks set forth above. Prior to signing this Release of Liability, Waiver of Claims and Indemnity Agreement I have reviewed:

- a) the Government of Canada Official Global Travel Advisory relating to Coronavirus disease (COVID-19) which is available at <https://travel.gc.ca/travelling/advisories>, and
- b) the Government of Canada's travel advisory for Spain and Greece, which are available at <https://travel.gc.ca/destinations/spain> and <https://travel.gc.ca/destinations/greece>
- c) International SOS's Medical and Security Advice for Spain and Greece which are available at <https://www.uvic.ca/international/travel-safety/international-sos/index.php>

I acknowledge that I should periodically review such travel advisories since they may change from time to time. I acknowledge that I have reviewed the materials given to me relating to the arrangements for travel, food and accommodation and I fully understand and appreciate the nature of such hazards and risks and voluntarily accept all the hazards and risks of participating in the Program. I am also aware that my participation in the Program is voluntary. I freely accept and fully assume all such risks, dangers and hazards, and the possibility of delay or inconvenience, Program cancellation or curtailment, the loss of, or damage to, personal property, injury to my health, bodily injury and even death.

Release of Liability, Waiver of Claims and Indemnity Agreement

IN CONSIDERATION of the Releasees allowing me to participate in the Program, and as a condition of my participation in the Program, and for other good and valuable consideration (the receipt and sufficiency of which I acknowledge):

1. I WAIVE AND RELINQUISH ANY AND ALL CLAIMS, CAUSES OF ACTION, COSTS, DAMAGES, DEMANDS AND OBLIGATIONS of any kind or nature whatsoever, known or unknown, that I have or may in the future have against the Releasees resulting from my participation in the Program and arising from any cause whatsoever, including negligence, breach of contract, or breach or any statutory duty or other duty of care on the part of the Releasees.
2. I RELEASE AND FOREVER DISCHARGE the Releasees from and against any and all liability for any loss, expense, property damage, bodily injury or death that I may suffer as a result of my participation in the Program, or in any manner connected with, related to or as a consequence of my participation in the Program, due to any cause whatsoever, including any negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasees.
3. I AGREE TO HOLD HARMLESS AND INDEMNIFY the Releasees from any and all liability for (a) any damage to the property of, or bodily injury to, any third party, resulting from my negligent or intentional act or omission while participating in the Program; and (b) from any and all non-scheduled or emergency expenses related to measures taken by the Government of Canada or any other government, foreign or domestic, with respect to Coronavirus disease (COVID-19), and first aid or medical treatment or evacuation of myself in the event of an accident, injury or illness. I acknowledge that all expenses associated with measures taken by the Government of Canada or any other government, foreign or domestic, with respect to Coronavirus disease (COVID-19), and any non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and not paid by the Releasees.

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4. I agree to abide by all local laws and regulations while participating in the Program, and to take responsibility for my own conduct, should I become liable to any person for any loss or damage which I have caused.
5. I agree that this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement shall be effective and binding upon my successors, assigns, heirs, next of kin, executors, administrators and personal representatives.
6. I agree that this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. Any action or dispute arising out of my participation in the Program shall be instituted or brought in the Courts of the Province of British Columbia, and by signing and delivering this Agreement, I irrevocably accept and submit to the exclusive jurisdiction of such courts, and to all proceedings in such courts.
7. I represent, warrant and agree that, in executing and delivering this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I am not relying, and have not relied, upon any representation, promise or statement made by the Releasees which is not recited or embodied in this Agreement.
8. **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, PERSONAL REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. IT HAS BEEN EXPLAINED TO ME THAT THE RELEASEES WILL NOT PERMIT MY PARTICIPATION IN THE PROGRAM UNLESS I SIGN AND AGREE TO THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.**
9. **I HAVE BEEN GIVEN THE OPPORTUNITY AND HAVE BEEN ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.**

Signed this _____ day of _____, 20____

Signature of Participant

Witness Signature

Name of Participant (printed)

Printed Name of Witness (aged 19 or older)

PROJECT PARTICIPATION AGREEMENT (Only for UVic students)

Between

(the "Undersigned")

And

the University of Victoria ("UVic")

Re: "Beyond Contacts: Tracing Identities and Cultural Change in the Roman West" (the "Project"), sponsored by City of Cabrera de Mar (the "Project Sponsor"), covering research activities supervised by Alejandro Sinner (the "Principal Investigator").

WHEREAS:

- A. The Undersigned wishes to participate in the Project;
- B. The UVic Policy on Intellectual Property (the "Policy") provides that certain UVic members (as that term is defined in the Policy) may own the intellectual property in work they have created, except in circumstances where the regulations of a project sponsor or the terms of a research agreement require otherwise;
- C. As a condition of entering into the agreement with the Project Sponsor governing the Project (the "Project Agreement" which definition shall include any and all applicable award or program terms or conditions and any and all policies, procedures, conditions and other schedule, annex, appendix or other documentation attached to or incorporated by reference into the Project Agreement), the Project Sponsor requires that UVic provide the Project Sponsor and or third parties which may include but is not necessarily limited to government and funding agencies supporting the Project ("Third Parties") with certain rights in and to intellectual property related to the Project and that UVic comply with the requirements of the Project Agreement with respect to confidential and/or proprietary information.

THEREFORE in consideration of UVic entering into the Project Agreement, administering the Project, and enabling the Undersigned to participate therein, the parties hereby agree as follows:

CONFIDENTIALITY GENERAL

- 1. The Undersigned hereby acknowledges and agrees that, through the Undersigned's involvement with the Project, the Undersigned has been or will be provided information that is of a confidential and proprietary nature and extremely valuable to the Project Sponsor or third parties (the "Confidential Information"). The Undersigned acknowledges and agrees that he/she has no right to possess, use or retain any such information except as expressly permitted under the Project Agreement and the supervision of the Principal Investigator. The Undersigned further agrees:
 - a. to follow all instructions of UVic with respect to the protection and security of the Confidential information;
 - b. to take reasonable measures to protect the Confidential Information; and
 - c. to return all such Confidential Information to UVic upon demand.

GENERAL

- 2. I have read and understood the terms of the Project Agreement;

3. Any terms used but not defined herein shall have the meanings ascribed to them in the Project Agreement.
4. The Undersigned acknowledges and agrees that the University does not provide legal advice to the Undersigned in association with this agreement and that the Undersigned has had or has been given the opportunity to seek independent legal advice.
5. The Undersigned will execute and deliver to the UVic or the Project Sponsor or Third Parties, on request, such further assurances and documents, and do such further things, as UVic may reasonably require to give full force and effect to this authorization and direction.

EXECUTED this _____ day of _____, 20__.

THE UNDERSIGNED

Witness for UNDERSIGNED Signature

Signature

Signature

Print Name

Print Name

Date

Date

ATTACHMENTS: The terms and conditions of the Project Agreement should be attached hereto or otherwise made available to the Undersigned. If you have not been provided with a copy of these contact contract@uvic.ca

A FAQ on the PPA is available here: <https://www.uvic.ca/research/assets/docs/UVic-contracts-PPA-FAQ.pdf> and if you have further questions on the PPA you can contact contract@uvic.ca and we will direct your inquiry appropriately.

If you are a grad student and you are concerned about how the terms of the PPA might impact your academic progression that have not been resolved with your supervisor, you can contact the Faculty of Graduate Studies.