

CATAWBA COLLEGE

Center for International Studies

Assumption of Risk, Indemnification, and Release of Liability

THIS AGREEMENT CONTAINS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

Participant Name: _____

Date of Birth: _____

Mailing Address: _____ City _____ State _____ Zip _____

E-mail Address: _____

Telephone Number: _____

Passport Number: _____

International Study Destination (Country or Countries): _____

Dates of International Study: _____

International Study Program Operator: _____

This Assumption of Risk, Indemnification, and Release of Liability (this “**Agreement**”) is designed to protect Catawba College, its trustees, officers, employees, agents, and representatives (collectively, the “**College**”) from liability associated with the International Study Program identified above (the “**Program**”). All students who choose to participate in the Program (each, a “**Participant**”) must read and sign this Agreement to indicate their awareness, acknowledgement, and consent to the terms and conditions contained herein. If the Participant is under eighteen (18) years of age, the Participant’s parent or legal guardian must also read and sign this Agreement.

1. **Risks of the Program.** Participation in the Program involves risks of personal injury, death, property damages, and other loss associated with traveling to, within, and returning from one or more countries. Such travel may expose the Participants to dangerous and unpredictable political, legal, social, and environmental conditions, as well as standards of health and safety less than those maintained in the United States. Travel to, within, and from the countries identified above also involves those risks outlined by the U.S. State Department, which can be found at <http://travel.state.gov> by selecting the name of the applicable country under the “Country Information” tab. Such travel further involves those risks outlined by the U.S. Department of Health and Human Services, which can be found at www.cdc.gov/travel by selecting the name of the applicable country under the “Destinations” tab.
2. **Assumption of Risk.** By signing this Agreement, the Participant represents and warrants he or she has read, understands, and voluntarily assumes the risks described above, as well as any and all risks of harm, injury, death or other loss which may occur to the Participant or to his or her property as a result of the Participant’s choice to participate in the Program. By signing this Agreement, the Participant also represents and warrants he or she has had an opportunity to read all Program literature, whether provided by the Program Operator identified above or the College, and to the extent literature describes risks beyond those detailed herein, understands and voluntarily assumes those risks as well.
3. **Release and Indemnification.** The Participant acknowledges the Program, like all international travel, involves certain risks, including those outlined herein. The Participant also acknowledges the College cannot anticipate or protect against all such risks. Therefore, to the maximum extent permitted by applicable law, **THE PARTICIPANT AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD THE COLLEGE HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, JUDGMENTS, LOSSES, ACTIONS, CAUSES OF ACTION, FINES, FEES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) RESULTING FROM OR ARISING OUT OF THE PROGRAM CAUSED BY: (I) THE PARTICIPANT’S OWN ACTS OR OMISSIONS; (II) THE ACTS OR OMISSIONS OF THIRD PARTIES; (III) INDEPENDENT TRAVEL OR OTHER UNSTRUCTURED PERIODS OF PERSONAL EXPLORATION; AND/OR (IV) EVENTS BEYOND THE REASONABLE CONTROL OF THE COLLEGE.**
4. **Conduct.**
 - a. The Participant acknowledges each country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. The Participant also acknowledges behavior violating such laws or standards may harm the College’s relationship with those countries and the institutions therein, as well as the

Participant's own health and safety. Therefore, the Participant agrees he or she will become informed of and will abide by all applicable laws and standards for each country to or through which the Participant travels during the Program.

- b.** The Participant acknowledges and agrees the College may terminate his or her participation in the Program and impose those sanctions identified in the College's Student Code of Conduct (the "**Code**") if the Participant:
- i.** fails to abide by the Code, except as may be amended for the Program by the College;
 - ii.** fails to appropriately prepare for the Program as required by the College, including without limitation, attending orientation sessions and studying Program literature;
 - iii.** fails to meet the requirements of the Program;
 - iv.** possesses controlled substances without proper prescription;
 - v.** violates applicable law;
 - vi.** abuses alcohol; and/or
 - vii.** commits or assists with the commission of any act which, in the sole discretion of the College, threatens, is detrimental to, or is incompatible with the mission of the College or the goals and objectives of the Program.
- c.** The Participant acknowledges and agrees, due to the nature of the Program, the procedures for notice, hearing, and appeal applicable to student disciplinary proceedings at the College may not apply. Therefore, the Participant hereby waives such procedures and agrees if he or she is removed from the Program, the Participant may be sent home at his or her expense, with no refund of costs, expenses, tuition, or fees.
- d.** The Participant acknowledges and agrees he or she is responsible for and will attend to any legal problems the Participant encounters during or in connection with the Program. The Participant also acknowledges and agrees the College is not responsible for providing any assistance to or for the Participant in connection with such.

5. Health and Safety.

- a.** The Participant represents he or she has consulted with a licensed physician within the last sixty (60) days regarding his or her participation in the Program and, based on the consultation and knowledge of his or her own health, the Participant is fit to participate in the Program, including all travel incident thereto.
- b.** The Participant acknowledges obtaining prescription medication during the Program may be difficult or impossible while traveling on the Program. Therefore, the Participant acknowledges the College recommends the Participant pack an appropriate supply of any medications he or she is prescribed for the Program or secure a means of obtaining such medications during the Program.
- c.** The Participant acknowledges the Program may expose him or her to certain conditions, diseases, and illnesses different than those found in the United States. Therefore, the Participant represents he or she has: (i) made a reasonable investigation into the areas he or she will be visiting during the Program; (ii) reviewed the health-related recommendations of the U.S. Center for Disease Control and Prevention (the "**CDC**") for those areas, including recommended immunizations and inoculations; and (iii) made an informed decision to accept or reject those recommendations. The Participant also acknowledges the College strongly recommends he or she accept and take steps to implement the CDC's recommendations before the Program begins.
- d.** The Participant acknowledges and agrees: (i) the Participant is responsible for his or her own health care during the Program; (ii) the Participant is responsible for all costs and expenses associated with such care not covered by insurance; and (iii) the College is not obligated to pay for any such care, including without limitation, prescription medications, medical treatments, hospital visits, or emergency evacuations. The Participant further acknowledges the College cannot control and is not responsible for maintaining any medical standard of care, quality of treatment, or access to medical facilities during the Program.
- e.** The Participant hereby authorizes the College to secure hospitalization and/or medical treatment for him or her in the event the Participant becomes ill or injured during the Program, and the Participant agrees to pay all costs and expenses related thereto.
- f.** The Participant acknowledges and agrees if he or she becomes detached from the Program group, fails to meet a departure bus, airplane, or train, or becomes sick or injured during or in connection with the Program, the Participant will, at his or her own expense, seek out, contact, and meet-up with the Program group as soon as possible.
- g.** In the event of an emergency, illness, or injury affecting the Participant while participating in the Program, the Participant authorizes hospitalization and treatment as recommended by and/or carried out under the supervision of a

qualified physician and/or other medical personnel, including but not limited to administering an anesthetic and performing necessary surgery.

- h.** The Participant agrees a representative of the College may make medical decisions on his or her behalf, including but not limited to decisions related to transferring the Participant to alternate medical facilities for additional medical care.
- i.** The Participant voluntarily chooses to provide the Program Director with the following necessary or desirable medical information in order to assist or resolve an emergency while participating in the Program:

- 6. Program Changes.** To the extent the College operates the Program, the College will make reasonable efforts to do so in accordance with the Program literature. However, the Participant acknowledges and agrees the College may alter, amend, or modify the Program, including without limitation, travel arrangements, itineraries, and accommodations, at any time and for any reason the College, in its sole discretion, deems necessary or advisable to promote the goals and objectives of the Program, protect the health, safety, or welfare of the Participant, or otherwise satisfy the institutional needs of the College. The Participant also acknowledges and agrees the College shall not be responsible for any costs or expenses resulting from any such Program change. The Participant further acknowledges, even if the College operates the Program, the College does not represent, act as an agent for, and cannot control the acts or omissions of third-party providers such as host institutions, commercial carriers, or hotel operators, and, as provided herein, the College shall not be responsible for any damage caused by such providers.
- 7. Governing Law and Venue.** The laws of the State of North Carolina, without regard to conflict-of-laws principles, shall govern all matters arising out of or relating to this Agreement, including its interpretation, construction, and enforcement. Any claim or action arising out of or relating to this Agreement must be brought exclusively in a state or federal court of competent jurisdiction for Rowan County, North Carolina, and the Participant voluntarily submits to the jurisdiction of such courts for this purpose.
- 8. Severability.** The Participant agrees if any portion or provision of this Agreement is adjudged to be invalid or unenforceable, then the remainder of the Agreement will continue in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON NEXT PAGE**

I have carefully read and understand this Agreement. No representations, statements, or inducements, oral or written, apart from the foregoing written statements, have been made. My decision to participate in the Program is voluntary, and prior to signing this Agreement, I have had the right and opportunity to consult with the advisor, or attorney of my choice. I have read this entire Agreement and understand I am giving up legal rights I may otherwise have, including the right to sue.

Signature of Participant

Date

If the Participant is under 18 years of age, then the Participant's parent or legal guardian must also read and sign this Agreement.

I am the parent or legal guardian of the above Participant. I have read this Agreement and voluntarily agree for myself and the Participant to be bound by its terms.

Signature of Parent/Guardian

Date

Name of Parent/Guardian (Please Print)

Emergency Contact Information

Name of Contact: _____

Relationship: _____

Contact Address: _____ City: _____ State: _____ Zip: _____

Contact Phone Number: _____

Alternate Contact Phone Number: _____

Contact E-Mail Address: _____