

**Statement of Responsibility, Waiver of Liability, Hold Harmless, and Assumption of Risk Agreement
Regarding
Student Participation in Activity in Foreign Country**

This form must be completed and signed by any student of The University of the South who intends to undertake a study abroad program which is not sponsored by The University of the South.

This Agreement is executed in exchange for good and valuable consideration by

(Full name of Participant)

this _____ day of _____, 20_____, whose address is

and if Participant is of minority legal age, executed also by

(Full name, address, and relationship of Participant's Parent or Guardian),
in favor of The University of the South Sewanee, Tennessee.

The term "Undersigned" as used in this Agreement may refer to more than one person. If Participant is of majority age, it refers only to Participant. If Participant is not of majority age, "Undersigned" refers to Participant and Participant's Parent or Guardian. The term "University" refers to The University of the South.

1.0 Participant's Desire to Participate in the Academic Program

Participant is a student qualified for, accepted, and now attempting to complete enrollment in a foreign study program in

_____. The title of the academic program is
(location)

(Title of Program)

and it is offered by _____
(name of foreign study institution)

from _____, 20_____ through _____, 20_____.
(Month) (Year) (Month) (Year)

It is expressly acknowledged that Participant is not required to participate in this Academic Program.

2.0 Participant Responsible for Medical Needs

2.1 The Undersigned assure the University that the Participant has consulted with a medical doctor with regard to Participant's personal medical needs such that the Undersigned can and do further state that there are no health-related reasons or problems which preclude or restrict Participant's participation in this Academic Program.

2.2 The Undersigned are aware of all applicable personal medical needs, as well as having arranged for adequate insurance to meet any and all needs for payment of healthcare costs while undertaking this Academic Program. The Undersigned agree that the University cannot be and is not responsible for attending to any of Participant's medical or medication needs, that the Undersigned assume all risks and responsibilities therefore, and that if Participant incurs medical expenses while in a foreign

country or in the United States during this Academic Program, the University cannot and does not assume any legal responsibility for payment of such expenses.

3.0 Disclaimer of University Responsibility

3.1 The Undersigned understand that the University in no way represents, or acts as agent for the Host Institution, the transportation carriers, hotels, and other suppliers of services connected with this Academic Program. The Undersigned further understand and agree that the University, its governing board, employees, and agents are:

3.1.1 Not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of the Host Institution, or any company or person engaged in providing or performing any of the services involved in this Academic Program;

3.1.2 Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes;

3.1.3. Not responsible for any disruption of travel arrangements or any consequent additional expenses that may be incurred therefrom.

4.0 Potential Travel and Accommodation Problems

4.1 The Undersigned acknowledge and agree to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services or sickness, weather, strikes, or other unforeseen causes. The Undersigned acknowledge and understand that the University assumes no liability whatsoever for any loss, damage, destruction, theft, or the like to Participant's luggage or personal belongings, and that Participant has retained adequate insurance or has sufficient funds to replace such belongings and will hold the University harmless therefrom.

4.2 The Undersigned acknowledge and understand that in the event Participant becomes detached from the field trip group, fails to meet a departure bus, airplane, or train, or becomes sick or injured, Participant will bear all responsibility to seek out, contact, and reach the field trip group at its next available destination; and that Participant shall bear all cost attendant to contact and reaching the field trip group at its next available destination.

4.3 All services and accommodations are subject to the laws of the country in which they are provided.

5.0 Legal Problems

The Undersigned acknowledge and understand that should Participant have or develop legal problems with any foreign nationals or government of the host country, Participant will attend to the matter personally with Participant's own personal funds. The University is not responsible for providing any assistance under such circumstances.

6.0 Acceptable Conduct by Participant

The Undersigned are aware of the expected behavior of Participant while participating in this Academic Program. The Undersigned are aware that, as a guest in a foreign country, there is certain behavior that is unacceptable and could lead to possible disruption of Participant's participation in the Academic Program. The Undersigned assure the University that Participant shall act in an appropriate manner at all times. Such behavior shall include time when in the company of other Academic Program members and when Participant may be physically separated from Academic Program members. The Undersigned are aware that Participant may be dismissed from the Academic Program for inappropriate behavior and at Participant's expense. The undersigned are aware that the conduct expectations, policies and standards set out in the EQB apply to Participant while participating in this Academic Program and that Participant may be subject to sanction by the University of the South for conduct that violates of the EQB policies and standards.

7.0 Assumption of Risk, Release, Waiver and Covenant not to Sue

7.1 The Undersigned have been informed of and understand that there are certain dangers, hazards, and risks inherent in international travel, the activities included in the Academic Program, and any independent research or other activities which could include serious or even mortal injuries and property damage. The Undersigned voluntarily assume responsibility for all such risks and dangers, and in advance hold harmless, release, waive, forever discharge, and covenant not to sue the University, its governing boards, officers, agents, employees, and any students acting as employees or agents (collectively Releasees), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which Participant may have or which may hereafter accrue to the Undersigned, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from the host country where the Academic Program or any adjunct to the Academic Program occurs or is being conducted.

7.2 It is the Undersigned's express intent that this assumption of risk, release, waiver of liability, and covenant not to sue shall bind the members of the Participant's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased.

8.0 Miscellaneous

8.1 The Undersigned acknowledge and represent that the Undersigned have read this Agreement, fully understand and intend to be bound by all its terms, and confirm that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

8.2 The Undersigned further agree that this Agreement shall be construed in accordance with the laws of the State of Tennessee which shall be the forum for any lawsuits filed under or incident to this Agreement or the Academic Program. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

8.3 The Undersigned state that Participant **(is / is not ← Circle one) at least eighteen (18) years of age** and fully competent to sign this Agreement.

8.4 The Undersigned gives the Dean of Global Education of the University and Participant's Foreign Study Institution permission to communicate with each other and with Participant's parents, guardians, emergency contact person(s), healthcare providers, and other University authorities regarding all issues surrounding Participant's study abroad experience. This may include, but is not limited to, student account information, student conduct issues, health and safety, and academics. Such communication may occur before, during, or after the program.

**THIS IS A RELEASE OF LEGAL RIGHTS
READ AND UNDERSTAND BEFORE SIGNING**

STUDENT/PARTICIPANT

WITNESS: (A NON-STUDENT)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Co-signature of parent or guardian **if student is under 18 years of age**)

(Printed Name of parent or guardian)