

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY

AGREEMENT

Please read carefully before signing. Make a copy for your files.

HMC Approved or Administered Program or Activity Involving International Travel

I understand that, as a condition of my participating in the

_____ (“Program”) approved or administered by Harvey Mudd College (“HMC”), HMC requires that I provide my informed written consent to assume certain risks and to waive liability claims against HMC and associated parties as follows:

1. **Risks of Travel Abroad:** I understand that participation in the Program is entirely voluntary, that the Program involves international travel, and that international travel involves certain risks. These include, but are not limited to, risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; exposure to disease, sickness and illness; limited availability of appropriate medical care; different standards of design, safety, and maintenance of buildings, public places, and conveyances; civil unrest, hostilities, criminal attack, and politically motivated terrorism; natural disasters and local weather conditions. I understand that it is required that I will familiarize myself with information about the country and/or region I am going to, including the most current travel alerts and warnings and consular information sheets issued by the U.S. Department of State (<http://travel.state.gov>) and the most current health warnings issued by the U.S. Centers for Disease Control and Prevention (<http://www.cdc.gov/travel>), which may contain information about the inherent dangers and difficulties specific to the country or region of my destination.

2. **Program Arrangements, Modification, Cancellation and Withdrawal:** I understand that HMC does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, independent contractor or other provider of goods or services involved in the Program and that HMC is not responsible for matters that are beyond its control. I also understand that HMC reserves the right to make cancellations or changes in cases of emergency, changed conditions, or for other reasons and that HMC accepts no responsibility if the Program is cancelled or changed before departure or while the Program is in progress and HMC shall not be responsible for any expenses or losses that I may sustain as a result of such cancellations or changes. I also understand that if I decide to withdraw from the Program for any reason, before departure or while the Program is in progress, the withdrawal/refund policies of HMC will apply and I will be responsible for any and all costs associated with my return home. I further acknowledge that HMC shall not be liable arising out of or in connection with travel which precedes or follows actual participation in the Program.

3. **Standards of Conduct:** I agree to abide by all policies, rules, and regulations of HMC, the host institution, and all rules, regulations, and laws of the country or countries to be visited. I further agrees to obey all rules, directions, and precautions issued by HMC or its representatives, by any associated individuals, institutions, or organizations, or by the United States Government. I agree that the HMC has the right to enforce these standards of conducts, in its sole judgment, and may impose sanctions, up to and including dismissal from the Program for violating these standards or for any behavior incompatible with the interest, harmony, and/or welfare of HMC, the Program, or other Program participants. I understand that, if I am dismissed from the Program, no refund of fees or program costs will be made and I will be responsible for any and all costs associated with my return home.

- 4 **Insurance:** I understand that HMC requires, and I agree to maintain, appropriate accident, health, medical evacuation and repatriation of remains insurance for the duration of the Program. I also take full responsibility for knowledge of and understanding any limitations in my insurance policy that pertains to travel abroad and agree that I will be financially responsible for all medical expenses I incur. I also understand that HMC discourages participants from operating motor vehicles abroad and recommends that any participant planning to operate a motor vehicle obtain liability and collision insurance that will cover him/her in the applicable foreign countries. I further understand that HMC recommends that participants insure their property from loss or theft.

- 5 **Medical Considerations:** I understand that it is my responsibility to determine in consultation with competent medical authorities whether I should participate in the Program. I further understand that HMC makes no representations with respect to accessibility of medical services and facilities abroad and that appropriate treatments available in the U.S. may not be available abroad. I understand that I must, therefore, make provision before departure for continuation of medical treatments (such as prescriptions) or special diets. I also understand that it is my responsibility to inform HMC of any special needs or accommodations required due to physical or mental disabilities at least thirty (30) days before leaving on the Program and that accommodations must be approved as reasonable before I may participate in the Program. I also authorize HMC to release personal health information contained in its files to a healthcare provider in the event of emergency, illness or injury or as needed to provide reasonable accommodation.

- 6 **Medical Consent:** In the event I cannot give my consent, I hereby authorize HMC and its designated representatives to consent for me, to the extent it may do so under applicable local law, to medical or surgical treatment deemed necessary or advisable by available medical authorities during the period I am a participant in the Program and that any such medical or surgical procedure or treatment shall be at my expense. It is understood that this authorization is given in advance of any specific medical or surgical procedures or treatment being required, but is given to provide authority and power on the part of HMC to give specific consent to the medical or surgical procedures or treatment which in the best judgment of available medical authorities is deemed advisable.

7. **Consent to Publicity and Release of Information:** I consent to the use of my name and photograph or likeness in print, online materials or other media designed for news, informational or educational purposes related to the Program and/or HMC. I also authorize HMC to contact my parents or guardian in connection with my general welfare abroad.

8. **Assumption of Risk, Release & Indemnification:** **Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, for myself, and for my heirs, successors, assigns, and personal representatives, to assume all the risks and responsibilities surrounding my participation in the Program and, to the maximum extent permitted by law, release and agree to indemnify HMC, its trustees, officers, employees, agents, and/or representatives from and against any present or future claim, loss, or liability (including attorneys' fees) for injury to person (including injuries resulting in death) or property which I may suffer, or for which I may be liable to any other person during my participation in the Program, including any claim for damages based on the alleged negligent acts or omissions of trustees, officers, employees, agents, and representatives of HMC, or any other person or entity associated with the Program.**

9. **Agreement Not To Sue:** I agree not to raise any claim or institute any legal action or proceeding against HMC, its trustees, officers, employees, agents, representatives, and/or authorized volunteers for any cause of action that may result from or arise out of or in connection with my participation in the Program or any travel related to the Program, including, without limitation, to any cause of action that may result from or arise out of or in connection with the negligent acts or omissions of HMC, members of the faculty or other employees, agents, representatives, and/or authorized volunteers of HMC.

10. **Entire Agreement and Severability:** I acknowledge and agree that this document represents my complete understanding with HMC concerning HMC's responsibility and liability for my participation in the Program, that no oral representations can or will alter the contents of this document, and that if any portion of this document is deemed unenforceable, all other provisions remain in full force and effect.

11. **Legal Disputes:** I agree that should there be any dispute with HMC relating to or arising out of my participation in the Program that would require adjudication by a court of law, such adjudication will occur in the federal or state courts located in the County of Los Angeles, State of California, and be determined.

12. **Acknowledgment and Understanding:** I have carefully read this Assumption of Risk, Waiver of Liability and Indemnity Agreement, fully understand its terms, understand that I am giving up substantial rights and acknowledge that I am signing it freely and voluntarily.

Signature of Student _____ Date _____

Printed Name _____ Date of Birth _____

If Student is under the age of 18 years, both the Student and the Student's parent or guardian must sign below.

Parent/Guardian

As the parent or legal guardian of the student whose signature appears above, I have read and understand the terms and conditions specified above, have given my child or ward permission to participate in the Program, and agree to be bound by the terms and conditions (including those that may subject me to personal financial liability) specified above, as if I myself had signed above.

Signature of parent or guardian _____ Date _____

Printed name of parent or guardian _____

Address

Number & Street

City

State

Zip Code

Telephone number (_____) _____ E-mail _____