

Assumption of Risk and Release Form

THIS IS A RELEASE OF LEGAL RIGHTS- PLEASE READ THOROUGHLY BEFORE SIGNING

Name: _____
First Last Middle

? Social Security Number: ____-____-____ Birth Date: ____/____/____
MM/DD/YYYY

Semester/Summer Abroad or Exchange Program Dates: ____/____/____ -- ____/____/____
MM/DD/YYYY MM/DD/YYYY

In consideration of being allowed to participate in the Program specified above, I hereby agree as follows:

1. **Risks of Studying Abroad.** I understand that participation in the Christian Brothers University Study Abroad Program specified above (the "Program") is voluntary and involves risks not found in study at CBU (the "University"). 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; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions; and other matters described in this and other documents which I have received, reviewed, and signed, and which are incorporated by reference in this Release Form. I understand that the University cannot and does not guarantee my absolute safety during the program, cannot monitor my daily personal decisions, choices, and activities, cannot prevent me from engaging in illegal or risky activities if I ignore rules and advice from the University, cannot represent my interests if I am accused of illegal activities, and cannot ensure local adherence to United States norms of individual rights, political correctness and sensitivity, relationships between the sexes, and relations among racial, cultural, and ethnic groups. I have made my own investigation and am willing to accept these risks.
2. **Institutional Arrangement.** I understand that the University does not represent or act as an agent for, and cannot and does not control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, apartment building, apartment manager, or other provider of goods or services involved in the Program. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University from any injury, loss, damage, accident, delay or expense arising out of any such matters.
3. **Independent Activity.** I understand that the University is not responsible for any injury, loss, or damages I may suffer when I am traveling independently or am otherwise separated or absent from any University-supervised activities.
4. **Health and Safety.**
 - a. I have consulted with a medical doctor about my personal medical needs. No health-related reasons or problems exist which preclude or restrict my participation in this Program.
 - b. I am aware of all my applicable personal medical needs. I am and will be covered during the Program, by a policy of comprehensive health and accident insurance that provides coverage for injuries and illness I sustain or experience while studying abroad. Said insurance will specifically provide coverage for injuries or illness sustained or experienced in the countries in which I will be living and/or traveling during the Program. I understand and acknowledge that I need to check with my own personal health insurance coverage to ascertain if it will be available to me to cover any additional out-of-pocket medical expenses that may or could be incurred that are not covered by the health insurance policy included as part of my fee for participation in the Program. I recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital

care, in a foreign country or in the United States, during the Program, the University is not responsible for the cost or quality of such treatment or care.

- c. Fall and spring break trips include health insurance, with a modest deductible, for students under twenty-four years of age and enrolled at CBU. All others must show proof of insurance or purchase coverage.
- d. I hereby grant the University authority to (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and fully release the University from any liability for any actions. I specifically release the University from all responsibility for any injury or damages that might arise out of or in connection with such authorized emergency medical treatment.

5. Standards of Conduct.

- a. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior which violates those laws or standards could harm the University's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.
- b. I will comply with the University's rules, standards and instructions for student behavior in the Program. I will also comply with the University's general rules, standards, policies and procedures for student behavior. I waive and release all claims against the University that arise at a time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.
- c. I agree that the University has the right to enforce, in its sole judgment, the standards of conduct described above. I agree that the University may impose sanctions, up to and including expulsion from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the Program, or other participants. I recognize that due to the circumstances of foreign study programs, procedures or notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. I understand that if I am expelled from the Program, the University may refer me to the appropriate University officials for further disciplinary or other action. If I am expelled, I consent to being sent home at my own expense with no refund of fees.
- d. I will attend to any legal problems I encounter with any foreign nationals or government of the host country. The University is not responsible for providing any assistance under such circumstances.

- 6. Program Changes.** The University reserves the right to make cancellations, substitutions or changes to the Program at any time for any reason, with or without notice. I understand that the University's fees and program charges are based on current airfares (where applicable), lodging rates and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees¹ already paid. I accept all responsibility for loss or additional expenses due to delays, delayed or changed departure or arrival times, fare changes, dishonors of hotels, airline or vehicle rental reservations, missed carrier connections, sickness, injuries, weather, strikes, acts of God, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, bankruptcies of airlines or other service providers, unforeseen causes, and circumstances beyond the University's control. If weather, flight schedules or other uncontrollable factors require me to incur additional hotel, meal, airline or other expenses, I will be responsible for said expenses. My baggage and personal property are my sole responsibility. If I become detached from the Program group, fail to meet a departure bus, airline, or train, or become sick or injured, I will at my own expense seek out, contract, and reach the Program

¹ Except to the extent the University received net refunds for my non-participation.

group. The University reserves the right, in its sole discretion, to cancel the Program or any aspect thereof prior to departure and, in its sole discretion, to cancel the Program or any aspect thereof after departure, requiring that all participants return to the United States, if the University determines or believes that any participant is or will be in danger if the Program or any aspect thereof is continued.

7. **Assumption of Risk and Release of Claims.** Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release and indemnify Christian Brothers University, its trustees, and its officers, employees and agents, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including periods in transit to or from any country where the Program is being conducted).

I have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

This agreement will become effective only upon receipt of my application for the Program by Christian Brothers University and will be governed by the laws of the state of Tennessee, which will be the forum for any lawsuits filed under or incident to this agreement or to the Program.

Signature of Student

Date

Name of Student (print)

Date

If the student is under 18 years of age, a parent or legal guardian must also read and sign this form.

I am the parent or legal guardian of the above Student, have read the foregoing Release Form (including such parts as may subject me to personal financial responsibility), am and will be legally responsible for the obligations and acts of the Student as described in this Release Form, and agree, for myself and for the Student, to be bound by its terms.

Signature of Parent/Guardian

Date

Name of Parent/Guardian (print)

Date