

HARVEY MUDD COLLEGE
Study Abroad

ASSUMPTION OF RISK, INDEMNITY AND RELEASE

In this contract, the term “College” means Harvey Mudd College, its trustees, officers, agents, staff, employees, successors, assigns, and legal representatives.

I, _____, wish to participate in _____, a program of study abroad, as a student of the College, a California non-profit corporation located in Claremont, California.

ASSUMPTION OF THE RISK

I understand that the program will be conducted in a foreign country. I also understand and agree that the College has not made, does not make, and cannot make any representations whatsoever regarding any acts and/or omissions as to my personal safety or that of my property, while I am participating in this program since such matters are beyond the actual direct control of the College.

As consideration for the benefits I am to receive from the service being rendered by the College and in consideration of becoming part of this program, I acknowledge and agree that I assume all risks associated with foreign travel and living and studying abroad. I am voluntarily participating in this activity with the knowledge of the risks involved, and I hereby agree to accept any and all risk of injury and death, whether foreseen or unforeseen, known or unknown. I understand that the risks may include but are not limited to: (1) travel to, from, and around the location of the program of study abroad; (2) war, insurrection, rebellion and riot; (3) unfamiliarity with local laws, culture or customs; (4) exposure to sickness and disease, or allergic reaction; (5) unavailability or sporadic availability of adequate medical assistance and health care facilities; (6) difficulty in passing through customs; (7) terrorism and terrorist acts.

RELEASE

As consideration for being permitted by the College to participate in the program of foreign study, I release the College from any and all claims related to any loss, injury or damage that may be sustained by me, including loss of life, personal injury or property damage, whether caused by the negligence of the College or my negligence in combination with that of the College or otherwise that occurred while I was participating in the program of foreign study.

Nothing in this release shall be interpreted to exclude or release the College from any acts or omissions which constitute gross negligence, or willful and intentional acts or omissions, nor any criminal acts or omissions on the part of the College.

It is further understood and agreed that, except as excluded in the foregoing paragraph, this release extends to all claims and demands referred to in this contract, of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and that all rights under Section 1542 of the Civil Code of California are hereby expressly waived.

Section 1542 of the Civil Code reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

AGREEMENT NOT TO SUE

I agree that neither I nor my legal representatives, including my family, spouse, heirs, assigns and personal representative may make a claim against, sue or attach the property of the College for any injury or damage to person or property arising out of the negligence of the College or my negligence in combination with that of the College or otherwise that occurred while I was participating in the program of foreign study.

INDEMNITY

I agree to indemnify and hold harmless the College from any injuries, losses, damages, liabilities, claims, causes of action, penalties, judgments, costs and expenses (including reasonable attorneys' fees) which arise with respect to the foreign study program in which I am participating resulting from my acts, omissions or negligence, or my acts, omissions or negligence in combination with acts, omissions or negligence of the College.

I understand and agree that the College or other institution that is administering the program reserves the right to cancel without penalty the offering and conduct of the foreign study program in which I will be participating and that the College or other institution that is administering the program may make any alterations, deletions, or modifications in the program as it, in its sole discretion, deems necessary or appropriate.

I understand and agree that the College or other institution administering the program, at its sole discretion, can require me to return to the United States if it determines or believes that I could be in danger as a result of my participation in the program.

I further understand and agree that, while participating in the program, I will continue to be subject to the rules of conduct and discipline applicable to students enrolled in the College

It is further understood and agreed that the College does not stand in loco parentis (i.e., in place of my parent or parents) for purposes of the foreign study abroad program. If I am under the age of eighteen (18) years at the time I sign this release, my parent(s) or legal guardian(s) must also execute this release.

Should any portion or clause of this instrument be found or declared by a court of competent jurisdiction to be unenforceable, unconstitutional, or otherwise invalid, such finding shall not affect the enforceability of validity of the remainder, and the unenforceable portion shall be severed from this document without affecting the validity of the remainder.

This instrument shall be governed and controlled by the laws of the State of California, and jurisdiction as to all matters under this release is vested in the Superior Court of Los Angeles County or the Federal District Court for the Central District of California.

I have carefully read this assumption of risk, INDEMNITY AND release. I understand this is a release of liability whereby I give up my right to sue the college for any acts, excluding fraud, gross negligence, willful or intentional acts or omissions, or violations of law, including for damages without fault. I further agree to indemnify (reimburse) the college for damages caused by my negligence related to my participation in the program of foreign study. It is my intent to assume all risks and to waive and give up my rights to sue. I do so knowingly and voluntarily.

SIGNED _____ DATED: _____

PRINTED NAME _____

DATE OF BIRTH: _____

If a minor, parent or guardian must sign below.

Parent or Guardian Signature

Dated: _____

Printed Name _____