WASHINGTON COLLEGE
OFFICE OF INTERNATIONAL PROGRAMS

Education Abroad Program Agreement
Assumption of Risk, Waiver of Liability and Indemnification

I have agreed to participate in Washington College's education study abroad program at _____ (Name of Host Institution/Faculty Led Program, referred to as "the Program") in _____ (Country) from _____ (start date) through _____ (end date). I understand and hereby acknowledge that my participation in the Program is wholly voluntary. Washington College (the "College") has agreed to let me participate in the program, and I, in turn, agree to the following:

1) Risks of Education Abroad. I understand that participation in the Program involves risks, hazards, and dangers not found in study at the College. I am aware of, understand, acknowledge, appreciate that these risks, dangers, and hazards involve traveling to and within, and returning from, one or more foreign countries, including risks of air travel and all other types of transportation that could result in damage to property, injury to persons, or death; foreign political, legal, social, and economic conditions; different places and conveyances; and local sanitation, medical, and weather conditions. I am aware of, understand, acknowledge, and appreciate the risks, hazards, and dangers of travel to, in and around _____ (Country(ies)), including but not limited to the dangers to my own health and personal safety, including loss of property, personal injury, or death posed by war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, accidents, and/or violence. Internet site addresses for current travel advisories issued by the U.S. Department of State and the Center for Disease Control have been provided to me. Further, I have made my own investigation and I am willing to accept these risks, hazards, and dangers.

2) Health and Safety.

a) I hereby represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance, which provides comprehensive health and accident insurance for injuries and illnesses I sustain or experience overseas, and, more specifically, in the country that I will be living and/or traveling while on the Program, as well as emergency evacuation and repatriation of remains insurance.

i) Students on official Washington College Programs are covered under the College's emergency travel insurance. This coverage is only for incidents deemed ***medical emergencies*** by licensed medical professionals. This insurance provides modest accident and sickness insurance, emergency evacuation and repatriation of remains anywhere I travel outside of the United States for as long as my program is in session. Washington College's travel insurance is considered ***supplemental*** and should not take the place of other insurance.

b) I hereby represent and warrant that my health insurance policy will adequately cover me while outside the United States. I agree to report to the Director of International Programs (semester/academic year program) or the Faculty Leader (summer/winter programs) of a Washington College short-term program any physical or mental condition I have, which may require special medical attention or accommodation during the Program as early as possible, but not later than thirty (30) days prior to departure from the U.S.

c) I acknowledge and recognize that the College is ***not*** obliged to attend to any of my medical or medication needs, and I assume all risk and responsibility there. If I require medical treatment or hospital care, in a foreign country or in the United States, during my participation in the Program, the College is not responsible for the cost or quality of such treatment or care. The College may (but is not obligated to) take any actions it considers to be warranted under the circumstance regarding my health and safety. I agree to pay all expenses related thereto and hereby release the College from any liability for any such actions.

3) Changes to Program and Responsibility.

a) I understand and acknowledge that the College 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, or other provider of goods or services in relation to the Program.

b) I understand and acknowledge that the College reserves the right to make changes to the Program (including equipment substitutions or alterations in the proposed itinerary) at any time and for any reason, with or without notice, and the College shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. The College is not responsible for penalties assessed by air, land, water carriers, and/or other transportation that may result due to operation and/or itinerary changes, regardless of whether the College makes such arrangement. The College reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the College or the host institution.

c) I understand and acknowledge that the College assumes no responsibility or liability, in whole or in part, for: any delays, delayed or changed departure or arrival times; fare changes, dishonors of hotel, airline, or vehicle rental reservations; missed carrier connections; sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the College, force majeure, war, quarantine, civil unrest, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to and lost property; bankruptcies of airlines or other service providers; inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service for any substitution of hotels or of common carriers beyond the College's control, with or without notice; or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, the College will not be responsible for my hotel, transfers, meal costs, or other expenses. My baggage and personal property are transported at my own risk entirely. If I become detached from the Program group, it is my responsibility to contact and reach the Program group at its next available destination.

d) The right is reserved by the College, in its sole discretion, to cancel the Program or any aspect thereof prior to departure; and, in the College's sole discretion to cancel the Program or any aspect thereof after departure, requiring that all participations return to the United States if the College determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued. If the Program is changed or cancelled, the only responsibility of the Program is to refund me all uncommitted monies and deposits I have paid to the program. If changes in the Program are minor, the Program does not have to refund any amounts to me.

4) Independent Activity. I understand and hereby acknowledge that I may face additional and/or increased risk of injury or death due to civil unrest, violence, terrorism, crime, illnesses, kidnapping, or political instability by traveling away from the Program's location. I hereby assume, knowingly and voluntarily, each of these risks and all other risks that could arise out of or occur during my travel to, from, in or around _____(Country(ies)).

5) Standard of Conduct.

a) I understand and acknowledge that the Washington College Student Handbook, including the College's policies on Alcohol, Drug Use, and Sexual Harassment, apply whether I am on the home campus or abroad. I also agree to abide by these policies and all relevant Washington College study abroad documents.

b) I understand and acknowledge 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 that violates those laws or standards could harm the College's relation 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 my participation in the Program, including attending any and all Program orientation meetings and reading all materials the Program provides. I will attend to any legal problems I encounter with any foreign nationals or government of the host country or any country to or through which I travel during my participation in the Program. I understand and acknowledge that should my participation in the Program be terminated, I will receive no refund of any fees, I am required to leave the program immediately, and I am solely responsible for arranging and paying for my own transporation back to the United States.

6) Reproduction of Records. The Program my reproduce and use for education purposes without compensation all photographs, videos, movies, or sound recordings taken of me during the time I participate in the Program.

7) Assumption of Risk and Release of Claims. Knowing the risks, dangers, and hazards described above, and in consideration of being permitted to participate in the Program, I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to assume all the risks, dangers, hazards, and responsibilities surrounding my participation in the program. To the maximum extent permitted by law, I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby RELEASE AND FOREVER DISCHARGE the College and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and costs, including attorney's fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program, any related or independent travel, and any activities or field trips, irrespective of whether they are sponsored, supervised, or controlled by the College.

8) Indemnification and Hold Harmless. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to INDEMINFY, HOLD HARMLESS AND DEFEND the College and its employees, agents, officers, trustees and representatives (in their official and individual capacity) from any and all liability, loss, damage, or expense, including attorney's fees, that may result from my negligent or intentional act or omission, which arise out of, occur during, or are in any way connected with my participation in the Program, any related or independent travel, and any activities or field trips, irrespective of whether they are sponsored, supervised, or controlled by the College.

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I agree that this Agreement is to be construed and governed under the laws of the State of Maryland, U.S.A.; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

MY SIGNATURE INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT I AGREE TO EVERYTHING STATED IN IT. FURHTER, NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, ORAL OR WIRTTEN, APART FROM THE FOREGOING WRITTEN STATE, HAVE BEEN MADE. MY SIGNATURE ALSO INDICATES THAT I AM AWARE OF ANY SPECIAL RISKS, DANGERS, AND HAZARDS INVOLVED IN THE PROGRAM.

_____
Name of Program

_____
Participant's Name (Printed) Date

_____
Participant's Signature Date

If Applicant is Under 18 Years of Age:

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

_____
Parent or Legal Guardian Signature Date