

# ASSUMPTION OF RISK AND RELEASE FORM

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

Name of Applicant ("Student"):

Address:

Date of Birth: \_\_/\_\_/\_\_\_

Program:

Place and Dates of Program:

The following is an Assumption of Risk and Release (hereinafter referred to as "Agreement") through which the Student agrees to accept full responsibility and liability for the dangers and perils of off-campus study and releases Husson University (hereinafter "University") for any and all harm arising from participation in the opportunity (hereinafter "Program.") Please be sure to read this document carefully before signing.

1. **Risks of Off-Campus Husson Activities.** I understand that participation in the Program involves risk not found in study at the University. These include dangers and risks involved in traveling to or from off-campus sites; different standards of design, safety and maintenance of buildings, public places and conveyances; local health, cultural, food and political conditions, local medical and weather conditions; and other like dangers and risks. I have made my own investigation and am willing to accept these dangers and risks.

- 2. **Institutional Arrangements.** I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host accommodations, transportation carrier, 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 does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, or other provider of goods or services involved in the Program. I understand that the University is not responsible for any injury or loss I may suffer when I am acting independently or am otherwise separated or absent from any University-supervised activities.

### 4. Health and Safety.

- A. I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate 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 during the Program, the University is not responsible for the cost or quality neither of such treatment or care, nor for transportation from the Program back to the United States.
- B. The University may, 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 release the University from any liability for any actions.

### 5. Standards of Conduct.

- A. I will comply with the University's rules, standards and instructions 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.
- B. Specifically, I understand and agree that I cannot and will not purchase, possess or consume any alcohol, or drugs or other substances of abuse which are illegal under the laws of the United States, while participating in the Program. Furthermore, regardless of whether I am of legal age to consume alcoholic beverages, I will not engage in any behavior that is disruptive to the Program. I further understand and agree that violation of

this particular provision may result in my immediate return home at my own expense. I will not purchase or otherwise acquire any other substance or material that is considered to be contraband under the laws of the United States.

- C. I agree that the University has the right, in its sole judgment, to enforce the standards of conduct described above and that it will 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 circumstances of study/travel programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. If I am expelled, I consent to being sent home immediately, at my own expense, with no refund of any kind.
- 7. **Program Changes**. The University has the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of the Program. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services or sickness of or injury to others or myself in the Program group, weather, strikes or other unforeseen causes. If I become detached from the Program group, fail to meet departure transportation, or become sick or injured, I will, at my own expense, seek out, contact and reach the Program group at its next available destination.
- 8. 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, indemnify and hold harmless the University and their respective officers, employees and agents, from and against any present or future claim, loss or liability for injury to person or property, including attorneys fees, that I may suffer, or for which I may be liable to any other person during my participation in the Program, including periods of transit to or from any area where the Program is being conducted.

I have carefully read this release before signing it. I have relied on no representations, statements or inducements, oral or written, apart from the foregoing written statement. This Agreement shall become effective upon my signature and shall be governed by the laws of the State of Maine, which shall be the forum for any lawsuits filed under or incident to this Agreement or to the Program.

### Applicant Signature

 Home Phone
 Cell Phone