

Release and Waiver of Liability and Program Participation Agreement University of Arkansas Education Abroad Programs

Name: _____

Student's Home Institution: _____

Program Dates: _____

Please read all provisions of this Agreement carefully before signing.

1. **Acknowledgment and Acceptance of Risk.** In arranging education abroad programs for students, the University of Arkansas, Fayetteville, ("the University" or "UAF"), makes every effort to protect the welfare and safety of the participants. Recognizing, however, that participation in these programs is voluntary and that there are certain inherent risks that participants voluntarily assume, I understand and agree that neither the University, its Board members, agents, and employees, nor any cooperating institution, assumes any responsibility for damages to or loss of my property, personal illness or injury, or death to me while I participate in the program. By voluntarily participating in any education abroad program, I freely assume any risk associated with or arising out of traveling, studying, conducting research, engaging in community service, and living abroad.

I further acknowledge that it is my responsibility to review U.S. State Department travel advisories, warnings, or other information available through <http://www.state.gov/travelandbusiness/> and freely assume any and all risks which may arise, concern, or relate to the conditions contained in any advisory statements, warnings or other information. I also acknowledge that I am free to seek out any additional information I may desire before I choose to travel, study, and live abroad. I agree that, as a condition of participating in any program outside of the U.S., my decision to travel, study, and live abroad is solely my choice and that I voluntarily assume any and all related risks concerning such activities, including the risk of needing additional information upon which to make an informed choice about whether to participate in such activities.

2. **Insurance.** I agree that it is my responsibility to ascertain whether I have adequate health and accident coverage and to procure any other insurance coverage as I may deem necessary. Furthermore, I understand that it is my sole responsibility to review such coverage and obtain any additional coverage that I deem appropriate.
3. **Program Changes.** I understand and agree that, although the University will attempt to maintain the program as described in its publications and brochures, it reserves the right to change the program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that neither the University, its Board members, employees, or agents shall be responsible or liable for any expenses or losses that I may sustain because of these changes.
4. **Removal From Program.** I understand and agree that the University reserves the right to decline to retain me in the program at any time if my actions or general behavior, in the sole discretion of the University, is determined to impede or to obstruct the progress of the program in any way or if I fail to follow University policies.
5. **Waiver, Release, and Hold Harmless.** I understand and agree that, although the University has made every reasonable effort to assure my safety while participating in the program, there are unavoidable risks in travel overseas. I do hereby forever and absolutely waive and release any and all claims against the University, its Board members, agents, employees, and any tour organizer or arranger employed by the University, arising out of or relating to my participation in the program, including but not limited to, claims for any injury, loss, damage or accident, delay or expense resulting from the use of any vehicle, any strikes, war, acts of terrorism, weather, sickness, quarantine, government restrictions or regulations or arising from any act of omission or any steamship, airline,

railroad, bus company, taxi service, hotel, restaurant, school, university, or other firm, agency, company or individual or any other related matter. I also release the University, its Board members, employees, and agents and agree to indemnify and hold them harmless, with regard to any financial obligations or liabilities that I may personally incur or any damage or injury to the person or property of others that I may cause, while participating in the named program.

6. **Local Laws and Prohibition of Illegal Drugs.** I understand and agree that breaches of the local law of the host community or country will be referred to and handled by the appropriate law enforcement authorities. Regardless of the laws of any foreign country, I further agree that the use of illegal drugs in any form, as governed by the laws of the State of Arkansas and the United States of America, will not be tolerated and will be grounds for immediate expulsion, total forfeiture of all program fees and loss of all course credit. I understand while I am a visitor in a foreign country, I will be subject to the laws of that country.
7. **Independent Travel And Operation of Vehicles.** I understand and agree that (1) prior to the start of the program, (2) during free time within the period of the program, and (3) after the program ending date; I may elect to travel independently at my own expense. I agree to inform the program leader of my travel plans and understand that I shall be solely responsible for any such travel during any free time. I understand that the University strongly discourages students from renting or operating vehicles while participating in education abroad programs. I understand that poor road conditions, different traffic laws and regulations, and varying insurance requirements can make driving motor vehicles in foreign countries extremely hazardous and is not recommended by the University. If I rent or operate a vehicle, while participating in any education abroad program, I agree that such activity is totally voluntarily on my part and against the University's advice.
8. **Consent To Medical Treatment.** In the event I suffer any injury or illness while participating in any education abroad program, I hereby authorize the representative of the University, at my expense, to secure necessary treatment, including, but not limited to, the administration of an anesthetic and surgery, and such medication as may be prescribed. It is further agreed that if my condition so requires, I may be returned to the United States at my expense. I further assume any and all risks associated with or arising from any such medical treatment and agree to waive any and all claims which I might assert against the University, its Board members, representatives, or agents for such medical treatment. Notwithstanding the foregoing, this consent to medical treatment does not constitute an obligation on the part of the University to secure any such treatment on my behalf.
9. **Damage or Loss.** I understand and agree that I may be charged for damage to or loss of University property. I understand and agree that charges to common areas may be prorated to all program participants. I hereby expressly authorize my home institution to charge me for any damage or loss and remit payment to the University on my behalf.
10. **Severability.** I agree that, should any provision or aspect of this Agreement be found to be unenforceable, that all remaining provisions of the agreement will remain in full force and effect.
11. **Governing Law.** I agree that if there is any dispute concerning my participation in the program or the interpretation of this Agreement, any such disagreement shall be determined in accordance with the laws of the State of Arkansas.
12. **Entire Agreement And Modification.** The terms and conditions of this Waiver and Release of Liability represent my complete understanding of the parties hereto with regard to my participation in the program and supersedes any previous or contemporaneous understandings I may have had with the University on this subject, whether written or oral, and cannot be changed or amended in any way without the written concurrence of both the University and me.

13. **Independent Analysis And Binding Authority.** I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND PROGRAM AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF MY CHOICE PRIOR TO EXECUTING THIS RELEASE AND WAIVER OF LIABILITY AND PROGRAM AGREEMENT. I ACKNOWLEDGE AND AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY AND PROGRAM AGREEMENT SHALL BE BINDING UPON MY SURVIVORS, HEIRS, SUCCESSORS, AND ASSIGNS. I AM AWARE THAT THIS RELEASE AND WAIVER OF LIABILITY AND PROGRAM AGREEMENT IS A RELEASE OF LIABILITY, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, AND A HOLD HARMLESS AGREEMENT, AND I SIGN IT OF MY OWN FREE WILL.

14. **Other Releases.** This Release and Waiver of Liability is in addition to and does not revoke or modify any other agreement or release which I may execute in connection with the education abroad program.

15. **Assurances And Consent.** I HAVE READ ALL OF THE ABOVE INFORMATION AND CONSENT TO ALL OF THE FOREGOING PROVISIONS.

I state that I am over the age of eighteen (18) years and am competent to execute this Release and Waiver of Liability.

Name (Please Print): _____

Signature: _____

Date: _____

If a participant is under the age of eighteen (18) years, this Release and Waiver of Liability must be executed by the participant and the participant's parents:

Name (Please Print): _____

Signature: _____

Date: _____

Parent(s)' Name (Print): _____

Parent(s)' Signature: _____

Date: _____

(revised 11/16/09)