

East Carolina University
Summer Study Abroad
Hold Harmless Agreement

Release executed by _____ (Participant) whose address is _____ to East Carolina University (Institution). If the participant is of majority age, the term, “Undersigned” as used in this Agreement refers only to the participant. If the participant is not of majority age, the term, “Undersigned” refers to the participant and the participant’s Parent or Guardian.

1.0 Participant’s Desire to Participate in the Academic Program

The participant is a student qualified for, accepted, and now attempting to complete enrollment in a study abroad or exchange program entitled (Name of Program) _____

(Country or Countries) arranged through one of the institution’s academic units, the Office of International Affairs, and offered through the following Institution East Carolina University, Division of Continuing Studies and Host Institution if applicable _____

(Dates of Program) from _____ to _____. It is expressly acknowledged that Participant is not required to participate in the academic program, that participant recognizes that there are other opportunities to participate in study abroad or exchange programs, and that the participant has voluntarily chosen to participate in this academic program.

2.0 Waiver of Institution Liability for the Risks and Dangers.

The “Undersigned” understands there are certain dangers, hazards, and risks inherent in international travel and in the activities which are a part of the academic program, including but not limited to personal injuries, property theft, robbery, various crimes, political or civil unrest, acts of terrorism, natural disasters, wars, natural and environmental hazards including, but not limited to, unsanitary conditions, disease, dangerous animals and hazardous national geographic features, and other safety issues, etc., and which also could include serious or even mortal injuries and property damage. The “Undersigned” also understands that all countries have different laws, regulations, or standards, and that some countries do not enforce those laws, regulations, or standards they may have including but not limited to those relating to health, welfare, safety, crime, regulations, of businesses and transportation in any form (including airlines, airports, or travel by sea, land, or air). I acknowledge that, although I am an adult, I have been advised to discuss this trip with my parents/family and to share with them any materials or information about the elements of risks associated with this trip.

3.0 Participant Responsibility for Medical Needs.

- 3.1 The “Undersigned” assures the institution of the participant having consulted with a medical doctor in regard to the participant’s personal medical needs such that the “Undersigned” can and does further state that there are no health-related reasons or problems which preclude or restrict the participant’s participation in the academic program.
- 3.2 The “Undersigned” is aware of all applicable personal medical needs, as well as having arranged medical insurance coverage through Preferred Health Overseas for the University System of the State of North Carolina to meet the requirements for participation in the academic program. The “Undersigned” agrees the institution cannot be and is not responsible for attending to any of the participant’s medical or mediation needs. The “Undersigned” assumes all risk and responsibility therefore, and that if the

participant is required to be hospitalized while in a foreign country or in the United States during the academic program, Institution cannot and does not assume any legal responsibility for payment of such costs.

4.0 Disclaimer of Institution Responsibility

- 4.1 The “Undersigned” understands the institution, in no way represents, or acts as an agent for the host institution, the transportation carriers, hotel, and other suppliers of services connected with the academic program. The “Undersigned” further understands and agrees the institution, its governing board, employees, and agents are:
 - 4.1.1 Not responsible or liable for any injury, damage, loss, accident, delay, or irregularity which may be caused by the defect of any vehicle or the negligence or default of the host institution, or any company or person engaged in providing or performing any of the services involved in this academic program;
 - 4.1.2 Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, acts of terrorism, various crimes, political or civil unrest, natural disasters or other such causes;
 - 4.1.3 Not responsible for any disruption of travel arrangements or any consequent additional expenses that may be incurred there from.

5.0 Institution’s Right and Powers

- 5.1 Institution reserves the following rights and powers:
 - 5.1.1 The right to cancel without penalty the offering and conduct of the academic program;
 - 5.1.2 The right to withdraw any part of any field trip and to make any alterations, deletions or modifications in the itinerary and/or academic program as deemed necessary by the institution or by the course instructor(s) as agents of the institution.

6.0 Potential Transportation & Boarding Problems

- 6.1 The “Undersigned” acknowledges and agrees to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. The “Undersigned” acknowledges and understands the institution assumes no liability whatsoever for any loss, damage, destruction, theft or the like to the participant’s luggage or personal belongings, and that participant has retained adequate insurance or has sufficient funds to replace such belongings and will hold the Institution harmless there from.
- 6.2 The “Undersigned” acknowledges and understands that in the event the participant becomes detached from the field trip group, fails to meet a departure bus, airplane, or train or becomes sick or injured, the participant will bear all responsibility to seek out, contact, and reach the field trip group at its next available destination, and that participant shall bear all costs attendant to contacting and reaching the field trip group and its next destination.
- 6.3 All services, transportation and boarding are subject to the laws of the country in which they are provided.

7.0 Legal Problems

The “Undersigned” acknowledges and understands that should the participant have or develop legal problems with any foreign nationals or government of the host country, the participant will attend to the matter personally with the participant’s own personal funds. The institution is not responsible for any assistance under such circumstances.

8.0 Acceptable Conduct by the Participant

- 8.1 The “Undersigned” is aware of the expected behavior regarding University rules, standards, and instructions for student behavior of the participant while participating in this academic program and agrees to abide by the policies of the program. The “Undersigned” is also aware that, as a guest in a foreign country, there is a certain behavior, which may include dress, manners, morals, politics, and drug use that is unacceptable and could lead to possible disruption of the participant’s participation in the academic program. The “Undersigned” assures the institution that the participant shall act in an appropriate manner at all times. Such behavior shall include time when in the company of other academic program members and when the participant may be physically separated from academic program members.
- 8.2 The “Undersigned” agrees that the University has the right to enforce the standards of conduct described above, in its sole judgment, 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. The “Undersigned” recognizes that due to the circumstances for foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. If the “Undersigned” is expelled, the “Undersigned” consents to being sent home at his/her own expense with no refund of fees.

9.0 Governing Law: Forum

The “Undersigned” further agrees that this agreement shall be construed in accordance with the laws of the State of North Carolina, which shall be the forum for any lawsuits filed under or incident to this agreement or the academic program. The terms and provisions of the agreement shall be severe, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this agreement, the validity of the remaining portions shall not be affected thereby.

10.0 Assumption of the Risks Involved

- 10.1 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the academic program, the “Undersigned,” on behalf of the participant’s family, heirs, and person representative(s), agrees to assume all the risks and responsibilities surrounding participant’s participation in the academic program. These responsibilities include the transportation and any independent research or activities undertaken as an adjunct thereto. The “Undersigned” agrees to release in advance and forever release, discharge, waive and covenant not to sue the Institution, its governing board, officers, agents, employees, and any students acting as employees (“Releasees”), from and against any and all liability from any harm, injury, damage, claims, demands, actions, causes of actions, costs, and expenses of any nature whatsoever which the participant may have or which may hereafter accrue to the “Undersigned,” arising out of or related to any loss, damage, or injury, including but limited to suffering and death, that may be sustained by the participant or by any property belonging to the participant, whether caused by the negligence or carelessness of the “Releasees,” or otherwise, while in, on, upon, or in transit to or from the host country where the academic program or any adjunct to the academic program occurs or is being conducted.
- 10.2 The “Undersigned” understands and agrees that “Releasees” do not have medical personnel available at the location of the academic program, during transportation, at the host institution, or anywhere in the foreign country. The “Undersigned” understands and agrees that “Releasees” assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I understand and agree that “Releasees” assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

- 10.3 It is the “Undersigned’s” express intent that this release and hold harmless agreement shall bind the members of the “Undersigned’s” family, estate, heirs, administrators, personal representatives, or assigns, if the participant is deceased, and shall be deemed as a Release, Waiver, Discharge, and Covenant not to sue the above-named “Releasees.” The “Undersigned” agrees to save and hold harmless, indemnify, and defend “Releasees” from any claim by the “Undersigned” or the participant’s family, arising out of the participant’s participation in the academic program.
- 10.4 In signing this release, the “Undersigned” acknowledges and represents that the “Undersigned” has become fully informed of the content of the waiver, liability, and hold harmless agreement by reading it before signing it. By signing this document as the “Undersigned’s” own free act and deed, the “Undersigned” confirms that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. Further, the “Undersigned” acknowledges that, prior to signing this Agreement, the “Undersigned” has the right to consult with the advisor, counselor or attorney of the “Undersigned’s” choice.
- 10.5 The “Undersigned” executes this release for full, adequate, and complete consideration fully intending to be bound by the same.
- 10.6 The “Undersigned” states that the participant _____ is/ _____ is not at least eighteen (18) years of age and fully competent to sign this agreement.

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

PLEASE SIGN IN THE PRESENCE OF A SUMMER STUDY ABROAD STAFF MEMBER.

Student/Participant:

Witness:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Co-signature of Parent/Guardian if Student is Under 18 Years of Age)

(Date)