

CARROLL COLLEGE EDUCATION ABROAD AGREEMENT & WAIVER OF CLAIMS

This Agreement and Waiver of Claims, hereinafter the "Agreement" is made by and between

LAST NAME

First Name

MI

and Carroll College, hereinafter "the College".

Whereas, the College has an approved Education abroad or Exchange Program, hereinafter the "Program"; and whereas, the undersigned student ("Student") has been accepted to participate in the Program; and whereas, the College has arranged a program with

[full name of institution/name of program and educational provider]

hereinafter the "Host Institution or Program" for the period _____ **[mm/dd/yy]** through _____ **[mm/dd/yy]**; and whereas, the College has established the following terms and conditions for participation in the Program.

The Student agrees that his/her participation in the Program is wholly voluntary. In consideration of the College's agreement to allow the Student to participate in the Program, the receipt and sufficiency of which is hereby acknowledged, the Student agrees as follows:

1. **ACKNOWLEDGEMENT.** THE STUDENT UNDERSTANDS THAT THIS AGREEMENT SETS FORTH ALL THE TERMS AND CONDITIONS FOR PARTICIPATION IN THE PROGRAM AND FURTHER UNDERSTANDS THAT THIS AGREEMENT CONTAINS A WAIVER OF CLAIMS AGAINST THE COLLEGE, THE BOARD OF TRUSTEES OF THE COLLEGE, AND THEIR RESPECTIVE AGENTS, SERVANTS AND EMPLOYEES, HEREINAFTER THE "**RELEASEES**".
2. THE STUDENT ACKNOWLEDGES, BY SIGNING BELOW, THAT (S)HE HAS READ THIS AGREEMENT AND WAIVER OF CLAIMS, THAT (S)HE UNDERSTANDS ITS TERMS AND CONDITIONS, THAT (S)HE AGREES TO ABIDE BY ITS TERMS AND CONDITIONS AS AN EXPRESS CONDITION OF PARTICIPATION, AND THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE REGARDING THE AGREEMENT AND WAIVER OF CLAIMS. THE STUDENT FURTHER REPRESENTS THAT (S)HE IS AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT.
3. **Program Information.** The Program is generally described in the literature provided to the Student. It is understood and agreed that the information contained in this literature is descriptive only and may be changed from time to time by the College or the Program. The College reserves the right to make changes to the Program at any time and for any reason, with or without notice, and the College shall not be liable to the Student because of any such change. The College reserves the right, in its sole discretion, to cancel the Program or any aspect thereof either prior to or after departure, and, in the case of cancellation after departure, to require that all participants 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.

4. Payment of Fees and Tuition. The Student agrees to pay all fees and tuition for participation in the Program. The Student shall not be allowed to participate in the Program until all fees and tuition are paid or until payment arrangements have been made.
5. Responsibility for Travel and Accommodations. Unless otherwise a part of the Program, the Student shall make all travel arrangements and shall be responsible for payment of all travel expenses and for any losses or additional expenses due to the delay or failure of any transportation. In the case of non-faculty-led programs, the Student understands 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 involved in the Program. If delays due to weather, flight schedules or other uncontrollable factors require that the Student spend additional nights, the College will not be responsible for the Student's hotel, transfers, meal costs or other expenses unless the delays occur during the scheduled dates of a faculty-led program. The Student agrees that the College shall not be liable for the loss, damage, destruction or theft of the Student's luggage or personal belongings, or for any other injury, loss, damage, accident, delay or expense arising out of any such matters. The College requires the Student to purchase travel insurance.
6. Independent Activity. Neither the College nor the host institution is responsible for any injury or loss the Student may suffer when (s)he is traveling independently or is otherwise separated or absent from any host university-sponsored activities. If the Student becomes separated from the Program group, fails to meet a departure bus, airplane or train, or becomes sick or injured, (s)he will at his/her own expense seek out, contact and reach the Program group at its next available destination.
7. Any independent activity or travel in which the participant chooses to become involved outside of the Program will be at the expense and risk of the participant. The College has no involvement in selecting the staff, route, schedule, transportation, facilities or equipment for activities that take place during unscheduled time; participants should consider these factors carefully before deciding to become involved in any activity or travel outside the Program schedule. The College staff members may from time to time provide participants with information regarding certain activities or travel destinations. In no way does this represent the College endorsement of those activities or destinations. The College staff members who participate in any activities during unscheduled time do so as private individuals, not as representatives of the College. The College is not responsible for the action or inaction of the College staff members acting as private individuals. The participants (and/or their parents/guardians) understand that the College is not responsible for the participants while the participants are traveling independently or engaging in any activity during unscheduled time, and that the College is not responsible for the safety or security of participants outside the Program.
8. Pre-departure Materials. The Student represents that (s)he has received, has read and is familiar with all the pre-departure materials provided by the Program and/or host university to the Student.
9. Compliance with Laws, Rules and Regulations. The Student shall comply with all rules, regulations, and standards of conduct established by the Faculty Leader(s) or Host Institution, the Program, and the College, as well as the laws of the jurisdiction in which the Host Institution or Program is located. It is understood that violation of applicable rules, regulations, standards of conduct and/or laws may result in disciplinary action, including suspension or expulsion from the Host Institution and/or the College. In the event that a violation results in a suspension or expulsion from the Program, the College shall have no obligation to refund any tuition or fees nor

shall the College be obligated to pay any expenses that the Student may incur as a consequence of the disciplinary action.

10. The Student understands that (s)he is acting as a representative of the College while participating in the Program or attending the Host Institution and as such any violations of rules, regulations and standards of conduct which result in disciplinary actions in the host country, at the host institution or program damages the College's reputation. In such instances, therefore, the College reserves the right to undertake its own investigation and possibly take further disciplinary action against the Student.
11. In the case of Students studying on a non-faculty led program, the Student understands and agrees: (1) that the College and the Host Institution are distinct and separate entities; (2) that the College and the Host Institution are not partners nor co-venturers; and (3) that the Host Institution employees and/or agents are not the employees and/or agents of the College. Accordingly, it is understood and agreed that the acts of the Host Institution with respect to the suspension and/or expulsion of the Student from the Program are not the acts of the College, and that State and United States federal law regarding the rights of the Student to notice, a hearing prior to suspension and expulsion from the Program, and/or appeal are not binding upon the Host Institution.
12. The Student understands and agrees that the College reserves the right to impose disciplinary action on the Student for acts committed while participating in the Program which would otherwise be a violation of the College's Student Code of Conduct.
13. The Student understands that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. The Student will become informed of, and will abide by, all such laws and standards for each country to or through which (s)he will travel during the Program, as well as with the procedures for obtaining emergency health and law enforcement services in the location(s) (s)he will visit. The Student will attend to any legal problems (s)he encounters with any foreign nations or government of the host country. The College is not responsible for providing any assistance under such circumstances.
14. Medical Condition. The Student represents that (s)he has completed the medical section on the College education abroad application and program application (if applicable) truthfully.
15. Health Insurance. The Student assumes responsibility for medical treatment and the costs of such treatment while participating in the Program. The Student represents and warrants that (s)he will be covered throughout the Program and throughout his/her absence from the United States by a policy of medical health insurance which provides, at a minimum, coverage for emergency medical care and treatment, hospitalization, and physician charges in the country where the Host Institution/Program is located. By his/her signature, the Student certifies that his/her health insurance policy will adequately cover him/her while outside the United States; and hereby releases and discharges the College of all responsibility and liability for any injuries, illnesses, claims, damages, charges, bills and/or expenses (s)he may incur while (s)he is abroad. The Student must submit proof of overseas health insurance to the College Education Abroad Office prior to departure. The College encourages the Student to purchase flight insurance in addition to travel insurance that includes repatriation of remains and medical evacuation coverage of at least \$50,000.
16. Waiver of Claims. The College offers this Program to broaden the Student's educational opportunities. The Student understands that there are risks inherent to traveling abroad and living

in a foreign country, including but not limited to, traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and local medical and weather conditions. The Student understands and acknowledges that (s)he is aware of and understands the risks and dangers of travel to, from, in and around the host country including but not limited to the dangers to his/her own health and personal safety. The Student hereby assumes, knowingly and voluntarily, each of these risks and all of the other risks which could arise out of or occur during his/her travel to, from, in and around the host country. The Student further understands and agrees to defend, protect, hold harmless and fully indemnify the College against all claims arising from the negligence or fault of the above named participant or any of their agents, family members, officers, helpers, partners, organizational members or associates, which arise out of the above named activity.

17. And holds that the College shall not be liable for:

- A. any injury, damage, accident or other loss caused by the acts or omissions of the Host Institution, its agents, servants, and employees or any person or entity providing services on behalf of the Host Institution;
- B. any injury, damage, accident or other loss due to events beyond its control, including, but not limited to, acts of God, strikes, hostilities, weather, force majeure, war quarantine, civil unrest, public health risks, criminal activity, terrorism, or politically motivated violence;
- C. any delay or disruption of travel arrangements or any losses or expenses caused by such delay or disruption;
- D. any injury, damage, accident or other loss that arises as a result of the Student's failure to comply with rules, standards, and instructions; and
- E. any sickness, disease, injuries (including death), damage, accident or other loss occurring while traveling both in the United States and abroad.

18. Furthermore, the Student individually and on behalf of his/her heirs, assigns, and personal representative(s), releases and forever discharges the Releasees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature whatsoever, which arise out of, occur during or are in any way related to any loss, damage, or injury, sustained by the Student or caused to the Student's property, while participating in the Program or any travel incident to the Program.

19. This Agreement shall be construed in accordance with the laws of the State of Montana, which shall be the forum for any lawsuits filed incident to this Agreement or the Program. The terms of this Agreement shall be severable, such that if a court holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portion shall not be affected.

ACKNOWLEDGEMENT PAGE—AGREEMENT AND WAIVER OF CLAIMS FORM

In signing the Carroll College Education Abroad Agreement and Waiver of Claims Form, I acknowledge that I have had an opportunity to ask any questions I have about it, that I have read and understand it, that I accept its terms and that I have signed it knowingly and voluntarily. I also acknowledge that I have been given a copy of what I have read and agreed to.

LAST NAME

First Name

MI

Full Name of Institution or CCEA Program

Date of Attendance (mm/dd/yyyy – mm/dd/yyyy)

Student's Signature

Date