

## **ASSUMPTION OF RISK, UNCONDITIONAL GENERAL RELEASE AND INDEMNIFICATION**

I, the undersigned, a student at Lebanon Valley College ("LVC"), have been approved to participate in the study abroad program to which I have applied voluntarily out of my own free will. I do hereby accept my voluntary participation in such and understand that I am accountable for all Program fees. I also realize that an official hold may be placed on my records until all payment responsibilities are fulfilled. In consideration for being permitted to participate in the Program, I hereby agree and represent as follows:

1. **Assumption of Risks.** I understand that participation in a study abroad program involves risks not found in study at my home institution. These risks include, but are not limited to, those risks involved in traveling to and within, and returning home 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 means of transportation; local medical conditions and facilities; the potential for serious personal injury or bodily harm, up to and including death; and other matters described herein and in the materials that I have received, reviewed, and that are incorporated by reference in this *Assumption of Risk, Unconditional General Release and Indemnification* document. I have reviewed these materials and made my own investigation, and am willing to accept these risks.

2. **Personal Conduct.** I understand that LVC and/or the designated host institution have the authority to establish rules of conduct necessary for the operation of the Program during the entire period of the Program. I understand that an official representative of LVC or the host institution has the authority to decide that I must be separated from the Program because of a violation of stated rules, for disruptive behavior, or for any conduct that might bring the Program into disrepute or its participants into physical or legal jeopardy; I recognize that this decision will be final. I accept that separation from the Program may result in the loss of all academic credit. I understand that if I am separated from the Program, I remain responsible for all Program costs, and I shall not be entitled to a refund.

3. **Voluntary Participation.** I certify that my attendance and participation in the Program and related activities is voluntary, and participation is not required for any course or degree requirement of the College. I further certify that I am not an employee, servant or agent of Lebanon Valley College.

4. **Insurance Coverage.** I understand that I am required to maintain major health, accident, disability, and hospitalization insurance to cover myself during participation in the Program and at the Program site. By my signature below, I certify that I have secured or will secure such insurance to sufficiently cover me while involved in the Program.

5. **Medical Treatment.** I have fully disclosed and described any health and physical or psychological problems (including learning and physical disabilities) I may have on the *Health Information* form and the *LVC Program Emergency Medical Sheet*. In the event of illness or injury to me, I authorize any official representative of LVC or the host institution to secure medical treatment on my behalf, including surgery and the administration of an anesthetic. I accept all financial responsibility for such treatment, and hereby release LVC and their directors, employees, and agents from any responsibility or liability for expenses incurred by me for treatment.

6. **Pennsylvania Law Governs.** I agree and that this Assumption of Risk, Unconditional General Release, and Indemnification agreement is to be construed under the laws of the Commonwealth of Pennsylvania, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

7. **UNCONDITIONAL GENERAL RELEASE AND INDEMNIFICATION.** FOR MYSELF AND ALL THOSE WHO MAY CLAIM THROUGH ME OR IN MY STEAD, I RELEASE LVC AND ITS DIRECTORS, TRUSTEES, EMPLOYEES, AND/OR AGENTS FROM LIABILITY AND RESPONSIBILITY FOR ALL INJURIES (INCLUDING DEATH), ILLNESSES, LOSSES, DAMAGES, LIABILITIES, AND EXPENSES, I MAY SUSTAIN TO MY PERSON AND/OR PROPERTY DURING MY PARTICIPATION IN THE PROGRAM ARISING FROM ANY OF THE RISKS DESCRIBED HEREIN, ARISING FROM ANY RISKS INHERENT IN TRAVEL ABROAD, OR WHICH ARE IN ANY WAY CONNECTED TO MY PROGRAM PARTICIPATION, INCLUDING BUT NOT LIMITED TO MY OWN ACTIONS AND OMISSIONS. I FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS LVC WITH RESPECT TO ANY LOSS, CLAIM OR EXPENSE IT MAY SUSTAIN THAT IS IN ANY WAY RELATED TO MY PARTICIPATION IN THE PROGRAM.

8.     **Representation.** I represent that I am at least eighteen years of age or, if not, that I have secured the signature of my parent or guardian as well as my own.

***In signing this document I acknowledge that I have had an opportunity to ask any questions I have about it, that I have read it, that I understand it, that I accept its terms, and that I have signed it knowingly and voluntarily.***

Signature of student participant \_\_\_\_\_ Date: \_\_\_\_\_

*\*If participant is **under 21 years of age**, a parent/legal guardian must also read and sign this form.*

I am the parent or legal guardian of the above Student, I have read the foregoing Assumption Of Risk, Unconditional General Release And Indemnification Agreement, and will be legally responsible for the obligations and acts of the Student as described in the foregoing document, and agree, for myself and for the student, to be bound by its terms.

Signature of parent/guardian \_\_\_\_\_ Date: \_\_\_\_\_