

**Hobart and William Smith Colleges and Union College Partnership for Global Education**

**STUDENT AND PARENT PARTICIPANT’S AGREEMENT  
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

This Release is executed by \_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as the “Participant”; and  
executed also by the parent(s) or guardian(s) of Participant, \_\_\_\_\_, whose  
relationship to Participant is \_\_\_\_\_ and whose address is \_\_\_\_\_  
\_\_\_\_\_ ; to the Trustees of Union College in the Town of Schenectady in the  
State of New York a/k/a Union College, a New York State corporation with an office located in  
Schenectady, New York 12308 and to the Trustees of Hobart and William Smith Colleges (The Colleges  
of the Seneca) in the City of Geneva in the State of New York, a New York State corporation with an  
office located in the Geneva, New York 14456, hereinafter collectively referred to as “the Partnership for  
Global Education” hereinafter referred to as “PGE.”

1. I, the undersigned, am a student qualified for, accepted, and now attempting to complete  
enrollment in the program in \_\_\_\_\_ (hereinafter referred to as the “Academic Program”)  
from \_\_\_\_\_, \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_  
(month) (year) (month) (year)

on location in the country(ies) of \_\_\_\_\_.

2. It is my express intent that this Release and Hold Harmless Agreement shall bind the  
members of my family and spouse, if I am alive, and my estate, heirs, administrators, personal  
representatives, or assigns, if I am deceased, and shall be deemed as a release, waiver, discharge, and  
covenant not to sue the above-named Releasees. I further agree to save and hold harmless, indemnify,  
and defend Releasees from any claim by me or my family arising out of my participation in the Academic  
Program.

**RELEASE**

3. I understand that there are certain dangers, hazards, and risks inherent in international and  
domestic travel and the activities included in the Academic Program, including, but not limited to,  
exposure to infection and infectious diseases, rebellion, insurrection, internal turmoil, and crime, which  
could result in serious or even mortal illness or injuries and property damage; and that PGE cannot and  
does not assume responsibility for any such personal injuries or property damage. I hereby release,  
discharge and agree to hold harmless PGE, Union College, Hobart and William Smith Colleges, their  
trustees, agents, employees, representatives and volunteers, from any and all liability arising out of or in  
connection with my participation in the Academic Program. For purposes of this Release, liability means  
all claims, demands, losses, causes of action, suits or judgments or any kind that I or my heirs, executors,  
administrators, and assigns may have against PGE, Union College, Hobart and William Smith Colleges,  
their trustees, agents, employees, representatives and volunteers, because of a failure to pass any course or  
class or obtain any particular grades, personal injury, accident, illness, or death or because of any loss or  
damage to property that occurs to a person including me or to my property during the Academic Program  
and that results from any cause including but not limited to the passive or active negligence or other acts  
of PGE, Union College, Hobart and William Smith Colleges, their trustees, agents, employees,  
representatives and volunteers, other than fraud, willful misconduct, or a knowing violation of the law.

## **INDEMNIFICATION**

4. Notwithstanding any insurance coverage which may be in effect and in addition to any additional undertakings referred to herein, I will, to the extent allowed by law, defend and indemnify and hold harmless PGE, Union College, Hobart and William Smith Colleges, and each of their trustees, agents, employees, representatives and volunteers (hereinafter collectively referred to as the "Releasees") from any and all liability, claims, losses, expenses, judgments or demands including the obligations of the Releasees on account of any similar Agreement the Releasees have with me, including demands arising from injuries or death of persons and damage to property, arising directly or indirectly out of my participation in the Academic Program, save and except for claims or litigation arising from the willful misconduct of PGE and I will make good and reimburse the Releasees for any expenditures, including reasonable attorneys' fees that the Releasees may have by reason of such matters, and if requested by the Releasees, I shall defend such suit at my sole cost and expense.

5. I am aware of the behavior that is expected of me while participating in this Academic Program. I am aware that, as a guest in a foreign country, there is certain behavior that will be unacceptable and could lead to possible disruption of the Academic Program for such inappropriate behavior. I hereby assure PGE that I will conduct myself in an appropriate manner at all times; and, in the event PGE is in any manner directly or indirectly damaged as a result of a claim brought about due to my conduct or behavior, I hereby agree to hold harmless the Releasees from any and all damage, loss expense (including all attorneys' fees), or liability which the Releasees may suffer.

## **RIGHTS OF PGE**

6. PGE reserves the following rights and powers:
- a. The right to cancel without penalty the offering and continuation of the Academic Program.
  - b. The right to cancel the Academic Program or any aspect thereof after departure, requiring that all participants return to the United States if, in PGE's sole discretion, it determines or believes that any person is or will be in danger if the Academic Program or any aspect thereof is continued.
  - c. The undersigned acknowledges the right of PGE to withdraw any part of the Academic Program and to terminate, alter, delete, or modify the itinerary and/or Academic Program as deemed necessary by PGE or by PGE's course instructors and/or program directors. In the event a decision is made to terminate an Academic Program on site, for any reason, it is at the discretion of PGE as to how the program will be completed.

## **NO ASSUMPTION OF LIABILITY**

7. The undersigned acknowledges and understands that PGE assumes no liability whatsoever for any loss, damage, destruction, theft, or the like to his/her luggage or personal belongings. My baggage and personal property are transported at my risk entirely.

8. I understand and acknowledge that PGE assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of PGE, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident,

injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature however caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond PGE's control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, PGE will not be responsible for my hotel, transfers, meal costs or other expenses.

9. I acknowledge and understand that should I have or develop legal problems with any foreign nationals, the government of the host country, or any legal official in the United States, I will attend to the matter personally with my own funds. PGE does not guarantee what, if any, assistance it can provide under such circumstances.

10. I acknowledge and understand that in the event I become detached from the Academic Program group; fail to meet a departure bus, airplane, or train; or become sick or injured I will bear all responsibility to seek out, contact, and reach the Academic Program group at its next available destination; and I understand that I will bear all costs attendant to contacting and reaching the Academic Program group at its next available destination. All services and accommodations are subject to the laws of the country in which they are provided.

### **LIVING ARRANGEMENTS**

11. PGE does not in any way warrant or make any representations as to the conditions or standards of my living arrangements or assure that different students on the Academic Program will have equal accommodations or accommodations with the same proximity to the classes. I understand and acknowledge that there is significant variety in possible living arrangements.

### **CONDUCT**

12. PGE, the colleges that make up PGE, PGE's program directors and/or course instructors, have the authority to establish the rules necessary for the operation of the program. They have the sole discretion to decide that a student should be separated from the program because of a violation of such rules, for disruptive behavior, for conduct which could bring the program and/or PGE or its members into disrepute, or for conduct which violates any policy or procedure of the student's college. The decision to so separate the student shall be final. I understand and agree that use or possession of narcotics, or any other illegal substance on the Academic Program is expressly prohibited. I understand that if I am required to leave the program, I may be referred to the appropriate College officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the program fees. In addition, I understand that I will return home at my own expense.

### **EXCURSIONS, OUTINGS, OFF-HOURS AND BREAKS**

13. I agree and acknowledge that PGE cannot and shall not be held responsible for my safety needs or well-being during any period in which I am not directly participating in the Academic Program (including off hours and breaks). I further recognize that I do not have the right to use my own automobile or to provide my own transportation at any time during the Academic Program.

14. I agree that while participating in Academic Program-sponsored excursions or outings (if any), if I wish to have family or friends participate, PGE must give written permission and such family or friends must sign a separate Agreement provided by PGE releasing and indemnifying PGE from any and all injury or damages that may be sustained by such family or friends while participating in the activity.

**ACKNOWLEDGEMENT OF INHERENTLY DANGEROUS ACTIVITIES  
AND ASSUMPTION OF RISK**

15. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Academic Program, on behalf of myself, my heirs, and personal representative(s), I, the undersigned, do hereby agree to assume all the risks and responsibilities surrounding my participation in the Academic Program, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance do hereby release and forever discharge, waive, and covenant not to sue 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 I may have or which may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including, but not limited to, suffering and death, that may be sustained by me or by any property belonging to me while in, on, upon, or in transit to or from the premises where the Academic Program or any adjunct to the Academic Program occurs or is being conducted.

16. I understand and hereby acknowledge that I have reviewed the U.S. Consular Information found at <http://www.travel.state.gov/travel/>, as well as the Centers for Disease Control information at <http://www.cdc.gov/> and <http://www.cdc.gov/travel/> on travel to, in and around the site of the Academic Program. PGE will make this information available upon request. I am aware of and understand the risks and dangers of travel to, in and around the site of the Academic Program, including but not limited to the dangers to my own health and personal safety posed by the use of public transportation in and around the site of the Academic Program, and by civil unrest, political instability, terrorism, crime, violence, and disease in and around the site of the Academic Program. I acknowledge that in living and traveling in major international cities I may experience increased crime, pollution, high population density, or standards of living and health standards that are not equivalent to life in the United States. Students must take every precaution to safeguard their health and to protect their personal belongings from theft. I acknowledge that PGE recommends that I never travel alone, particularly at night. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in or around the site of the Academic Program.

**MEDICAL INSURANCE AND MEDICAL NEEDS**

17. I understand that PGE assumes no liability for any medical, hospital, other health care provider and/or related expenses incurred by me while on the Academic Program. I represent and warrant that I am and will be covered throughout the Academic Program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I may sustain or experience overseas, and more specifically in the country(ies) in which I will be living and/or traveling while on the Academic Program. By my signature below, I certify that my health insurance policy will adequately cover me while outside the United States and I absolve PGE of all responsibility and liability for any injuries (including death), illnesses, claims, damages, charges, bills and/or expenses I may incur while I am in the Academic Program.

18. I understand and agree that Releasees do not have medical personnel available at the location of the Academic Program or on the campus. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this agreement. I understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. If I am required to be hospitalized while in a foreign country or in the United States during this Academic Program, PGE cannot and does not assume any legal responsibility for payment of such costs.

19. I am aware of my personal medical needs, am aware that PGE cannot be and is not responsible for attending to any of my medical needs, and hereby assure PGE of having consulted with a medical doctor with regard to any personal medical needs. I further hereby assure PGE that I have assumed all such risks and responsibilities. I agree to report to PGE any physical or mental condition I have which may require special medical attention or accommodation during the Academic Program at least 30 days prior to departure.

**FINANCIAL OBLIGATIONS**

20. I understand that if I incur and fail to pay any financial obligations associated with the Academic Program, including but not limited to damages to living or educational accommodations, unpaid fees for travel, contractor services, etc., such failure may cause my grades and records to be withheld until I satisfy such financial obligations.

**WITHDRAWAL FROM A PROGRAM**

21. I understand that if I withdraw from an off-campus program, my deposit will be forfeited. In addition, **I may be responsible for additional expenses beyond the deposit if I withdraw from the program while it's in progress or less than 90 days before the program arrival date.** Specifically, I will be held accountable for any expenditures made on my behalf that the PGE is unable to recoup, such as housing or hotel deposits, tuition payments to other schools, excursion deposits, contracts for coursework or internships arranged specifically on my behalf, etc.

22. I am aware that if I withdraw from the off-campus program after arrival at the program site, I may not return to campus to take classes that semester except under extraordinary circumstances, as determined by the dean's office, the Center for Global Education at HWS and/or The International Programs Office at Union College and the Vice President for Student Affairs.

**MISCELLANEOUS**

23. In signing this Agreement, I acknowledge and represent that I have fully informed myself of the content of the foregoing Waiver of Liability and Hold Harmless Agreement by reading it before I sign it, and Understand that I sign this document as my own free act and deed; no oral representations, statement, or inducements, apart from the foregoing written statement, have been made. I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement; and that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same.

24. I further agree that this Agreement shall be construed in accordance with the laws of the State of New York. If any terms or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. Any action in regard to this Agreement or arising out of its terms and conditions shall be instituted before the New York State Supreme Court.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this \_\_\_\_\_ of  
(day)  
\_\_\_\_\_, \_\_\_\_\_  
(month) (year)

**THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING.**

**ALL SIGNATURES MUST BE NOTARIZED**

**STUDENT/PARTICIPANT**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**NOTARY PUBLIC**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
**(Student/Participant)**

known to me to be the individual described in and who executed the foregoing instrument, came to me personally and acknowledged to me that (s)he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**CO-SIGNATURE OF PARENTS OR GUARDIANS IS REQUIRED**

*\*Both* of your parents/guardians **MUST** sign below unless one of your parents is deceased or has sole legal custody or if you are financially independent. A note explaining the circumstances must be attached to this form if both parents do not sign.

**PARENT/GUARDIAN**

**PARENT/GUARDIAN**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

**NOTARY PUBLIC**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
**(“Parent/Guardian”)**

known to me to be the individual described in and who executed the foregoing instrument, came to me personally and acknowledged to me that (s)he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
**(“Parent/Guardian”)**

known to me to be the individual described in and who executed the foregoing instrument, came to me personally and acknowledged to me that (s)he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**SIGNATURE OF DIRECTOR OF INTERNATIONAL PROGRAMS**

THE TRUSTEES OF UNION COLLEGE IN THE TOWN OF SCHENECTADY IN THE STATE OF NEW YORK a/k/a UNION COLLEGE

\_\_\_\_\_  
(Signature)

By: Lara Atkins  
Its: Director of International Programs

**NOTARY PUBLIC**  
STATE OF NEW YORK )

COUNTY OF SCHENECTADY ) ss:

On this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_  
(day) (month) (year) before me personally came **LARA ATKINS**, to me known, who, being by me duly sworn, did depose and say that she is the **Director of International Programs of The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College**, the corporation described in and which executed the above instrument; that she knows the seal of the corporation; that the seal affixed to this instrument is such corporate seal; that it was affixed by order of the corporation's Board of Trustees; and that she signed her name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC



**SIGNATURE OF DIRECTOR OF THE CENTER FOR GLOBAL EDUCATION**

THE TRUSTEES OF HOBART AND WILLIAM SMITH COLLEGES IN THE TOWN OF GENEVA  
IN THE STATE OF NEW YORK a/k/a HOBART AND WILLIAM SMITH COLLEGES

\_\_\_\_\_  
(Signature)

By: Thomas J. D'Agostino  
Its: Director of the Center for Global Education  
Executive Director, Partnership for Global Education

**NOTARY PUBLIC**

STATE OF NEW YORK )

COUNTY OF ONTARIO ) ss:

On this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_  
(day) (month) (year) before me personally came THOMAS J. D'AGOSTINO known to me, who, being duly sworn, deposed and said that he resides at 272 STILL MEADOW DRIVE, in MACEDON, New York; that he is the DIRECTOR OF THE CENTER FOR GLOBAL EDUCATION of Hobart and William Smith Colleges in the Town of Geneva in the State of New York, the corporation described in and which executed the above instrument; that he knows the seal of the corporation; that the seal affixed to this instrument is such corporate seal; that it was affixed by order of the corporation's Board of Trustees; and that he signed his name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

**PERSON TO CONTACT IN CASE OF EMERGENCY**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Relationship to  
Participant: \_\_\_\_\_

**This original form must be signed, notarized and returned by mail to the appropriate office below. Receipt of this form is required for your participation in the program. *Note that faxed versions are not acceptable* – signatures and notary stamps must be originals.**

Center for Global Education | Hobart and William Smith Colleges | 300 Pulteney St | Geneva | NY | 14456 | Phone: (315) 781-3307

International Programs Office | Union College | Old Chapel 3<sup>rd</sup> Floor | Schenectady, NY 12308  
Phone: 518-388-6002