

PLYMOUTH STATE UNIVERSITY-Global Education Office
Release and Waiver of Liability, Hold Harmless, and Indemnity Agreement

This agreement is signed by _____

whose permanent address is: _____,

herein after referred to as the "Student," and if the Student is of minority legal age, signed also by the Student's Parent or Guardian. All references in this Agreement to Plymouth State University include the University and the University System of New Hampshire and their trustees, officers, employees and agents.

1.0 Student's Desire to Participate in the Academic Program

Student is qualified for and accepted for enrollment in a study abroad program arranged through Plymouth State University's Global Education Office, and offered by or in conjunction with

_____, at the Sponsoring Organization (if applicable)

_____ from ____/____/____
Host Institution

through ____/____/____ in the country(ies) of _____.

It is expressly acknowledged that Student is not required to participate in the study abroad program

2.0 Student Responsibility for Medical Needs and Grant of Permission to Authorize Emergency Medical Care

The Student will have a medical examination in anticipation of participating in this academic program, and there are no known health-related reasons or problems which preclude or restrict the Student's participation. The Undersigned understand(s) that Plymouth State University does not have medical personnel available at the location of the Academic Program, during transportation, or anywhere in the foreign country and grants Plymouth State University permission to authorize emergency medical treatment, including hospitalization either in the foreign country or in the United States. The Undersigned further agree(s) that Plymouth State University is not responsible for the costs of attending to any of Student's medical needs, including costs for hospital care if Student is required to be hospitalized while in a foreign country or in the United States during this Academic Program.

3.0 Travel and Accommodations

The Undersigned understand(s) that Plymouth State University in no way represents, or acts as agent for transportation carriers, hotels, and other suppliers of services connected with this Academic Program and agree(s) that Plymouth State University is not responsible or liable for:

- 3.1 any injury, damage, loss, accident, delay, disruption of travel arrangements, or other irregularity which may be caused by the defect of any vehicle or the negligence or default of any company or person engaged in providing or performing any of the services involved in this Academic Program;
- 3.2 any loss, damage, destruction, theft or the like to Student's luggage or personal belongings;

4.0 Cancellation and Modification of Academic Program

Plymouth State University reserves the right to cancel or make substitutions to the Academic Program or to make alterations, deletions or modifications to the itinerary in case of emergencies, changed conditions, or otherwise as it deems necessary. The University further reserves the right to adjust fees as necessitated by factors over which it has no control such as changes in currency exchange rates and tariffs and inflation. Plymouth State University further shall not be responsible for any losses or expenses incurred by the Student due to weather, strikes, hostilities, natural disasters, or other such causes.

5.0 Legal Problems

The Undersigned acknowledge(s) and understand(s) that should Student have or develop legal problems with any foreign nationals or governments, Student will attend to such matters personally with Student's own personal funds. Plymouth State University is not responsible for providing any assistance under such circumstances.

6.0 Acceptable Conduct by Student

The Student is aware of and shall comply with Plymouth State University's rules, standards and instructions for student behavior. The Undersigned agree(s) that Plymouth State University may enforce its rules, standards, and instructions for appropriate conduct, and that such enforcement may include termination of participation in the academic program for inappropriate behavior or any action or conduct, the Undersigned shall be responsible for all expenses incurred in Student's returning home. Further in this eventuality the Undersigned agree(s) that there shall be no refund of fees.

7.0 Assumption of the Risks, Release and Waiver of Liability, and Indemnity

7.1 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in this Academic Program, the Undersigned, on behalf of Student's family, heirs, and personal representative(s), agree(s): (a) to assume all the risks and responsibilities surrounding Student's participation in the Academic Program, the transportation, and in any independent research or activities undertaken as and adjunct thereto, and (b) to release and hold harmless Plymouth State University, its governing board, officers, agents, employees, and any students acting as employees, 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 Student may have or which may hereafter accrue to the Undersigned, arising out of or related to any loss, damage, illness or injury, including but not limited to suffering and death, that may be sustained by Student or by any property belonging to Student, whether caused by the negligence or carelessness of the "Releases," or otherwise, while in, on, upon, or in transit to or from the country where the Academic Program or any adjunct to the Academic Program occurs or is being conducted.

7.2 In the event that Student's conduct causes damage to the property of the "Host Institution," the Undersigned agree(s) to indemnify Plymouth State University for such loss. The Undersigned further agree(s) to defend and indemnify Plymouth State University with respect to any claims, demands, or actions for damages brought by anyone else against the University for personal injury, property damage, or death arising in whole or in part from Student's conduct.

THIS AGREEMENT shall bind the members of the Undersigned's family and spouse, if Student is alive, and Student's family, estate, heirs, administrators, personal representatives, or assigns, if Student is deceased. In signing this Release and Waiver of Liability, Hold Harmless, and Indemnify Agreement, I acknowledge and represent that I have read it and all attachments hereto, that I am fully informed of and acknowledged that no oral representatives, statements, or inducements, apart from the foregoing written statement, have been made.

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

This Agreement takes effect when signed by the Student and returned to and accepted by PSU.

Student Signature: _____ Date: _____

Print Full Name: _____

Submit this form to:
Plymouth State University: Global Education Office
MSC 44, 17 High St., Plymouth, NH 03264, Tel: 603-535-2336, Fax: 603-535-2528