

PARTICIPATION, RELEASE, AND HOLD HARMLESS AGREEMENT

This Agreement is executed by _____ (“Participant”), and if Participant is of minority legal age (under 18), executed also by _____ (“Parent or Guardian”) in favor of The University of the South (“University”) and Releasees.

The term “Undersigned” may be used in this Agreement as pertaining to more than one person. If Participant is of majority age, it refers only to Participant. If Participant is not of majority age, “Undersigned” refers to Participant and Participant’s Parent or Guardian.

1. Participant’s Participation in the Academic Program.

Participant is a student qualified for, accepted, and now attempting to complete enrollment in four courses—Spanish 306: Advanced Spanish Language; Spanish 310: Contemporary Spanish Culture and Civilization; History 369: Muslim Spain; and Art History 315: Islamic Spain and Spanish Art, together constituting the University’s Sewanee in Spain Program (“Academic Program”) from January 17, 2011, through May 4, 2011, in Spain. It is expressly acknowledged that Participant is not required to participate in the Academic Program. Upon successful completion of the Academic Program, Participant shall be awarded 16 credit hours.

The cost of the Academic Program to Participant is 23,056 dollars which shall include enrollment fees; room and board; excursions; the final two-week field trip. Payment of tuition and fees is non-refundable.

2. Waiver of University Liability for the Risks and Dangers and Disclaimer of Responsibility.

The Undersigned understand that there are certain dangers, hazards, and risks inherent in international travel and the activities included in the Academic Program, including but not limited to serious or even mortal injuries and property damage, and that the University cannot and does not assume responsibility for any such personal injuries or property damage.

The Undersigned understand that the University in no way represents or acts as agent for the transportation carriers, hotels, and other suppliers of services connected with this Academic Program. The Undersigned further understand and agree that the University, its governing boards, employees, and agents are:

Not responsible or liable for any injury, damage, loss, accident, delay 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;

Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; and

Not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.

3. Participant Responsibility for Medical Needs.

The Undersigned assure the University of Participant having consulted with a medical doctor with regard to Participant’s personal medical needs such that the Undersigned can and do further state that there are no health-related reasons or problems which preclude or restrict Participant’s participation in this Academic Program.

The Undersigned are aware of all applicable personal medical needs, and have arranged for adequate insurance to meet any and all needs for payment of medical or hospital costs while undertaking this Academic Program, including medical evacuation and repatriation insurance. The Undersigned agree that the University cannot be and is not responsible for attending to any of Participant’s medical or medication needs, that the Undersigned assume all risk and responsibility therefor, and that if Participant is required to be hospitalized or seek medical care while in a foreign country or in the United States during this Academic Program, the University cannot and does not assume any legal responsibility for payment of such costs.

The Undersigned understand and agree that Releasees do not have medical personnel available at the location of the Academic Program, during transportation, or anywhere in Spain. The Undersigned 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. The Undersigned 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.

4. University’s Rights and Powers.

The University reserves the following rights and powers:

The right to cancel without penalty the offering and conduct of the Academic Program;

The right to dismiss any Participant from the Academic Program who fails to follow all University rules and policies or who otherwise, in the discretion of the Program Director, engages in inappropriate behavior. Any Participant so dismissed shall be responsible for all costs associated with such dismissal, including transportation home; and

The right to withdraw without notice any part of the Academic Program and to make any alterations, deletions or modifications in the itinerary and/or Academic Program as deemed necessary by the University or by the course instructors.

5. Potential Travel and Accommodation Problems.

The Undersigned acknowledge and agree 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 acknowledge and understand that the University assumes no liability whatsoever for any loss, damage, destruction, theft or the like to 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 University harmless therefrom.

The Undersigned acknowledge and understand that in the event Participant becomes detached from the group, fails to meet a departure bus, airplane, or train, or becomes sick or injured, Participant will bear all responsibility to seek out, contact, and reach the group at its next available destination; and that Participant shall bear all cost attendant to contact and reaching the group at its next available destination.

All services and accommodations are subject to the laws of the country in which they are provided.

6. Legal Problems.

The undersigned acknowledges and understands that should Participant have or develop legal problems with any foreign nationals or government of the foreign country, Participant will attend to the matter personally with Participant’s own personal funds. The University is not responsible for providing any assistance under such circumstances.

7. Acceptable Conduct by Participant.

The Undersigned are aware of the expected behavior of Participant while participating in this Academic Program. The Undersigned is aware that, as a guest in a foreign country, there is certain behavior that is unacceptable and could lead to possible disruption of Participant’s participation in the Academic Program. The Undersigned assure the University that 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 Participant may be physically separated from Academic Program members.

8. Governing Law; Forum.

The Undersigned further agree that this Agreement shall be construed in accordance with the laws of the State of Tennessee which shall be the forum for any lawsuits filed under or incident to this Agreement or the Academic Program. The term and provisions of this Agreement shall be severable, 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.

9. Dismissal and Non-Reimbursement.

Should a student be compelled to withdraw for good reason before the beginning of the semester, the Summer in Spain program will undertake to determine what portion of the room, board and travel may be recoverable, bearing in mind that arrangements for travel abroad must be secured well in advance with full or substantial partial payment. After instruction has begun, a pro rata refund of board only is allowable. N.B. There will be no refund whatsoever should a student be suspended from the program by official disciplinary action.

10. Assumption of the Risks Involved and Release.

Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Academic Program and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Undersigned, on behalf of Participant’s family, heirs, and personal representative(s), agree to assume all the risks and responsibilities surrounding Participant’s participation in the Academic Program, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance release, and forever discharge, release, waive, forever discharge, and covenant not to sue the University, its governing boards, board members, officers, agents, employees, and any students acting as employees or agents (“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 Participant may have or which may hereafter accrue to the Undersigned, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from Spain or any location where the Academic Program or any adjunct to the Academic Program occurs or is being conducted.

It is the Undersigned’s express intent that this release and hold harmless agreement shall bind the members of the Undersigned’s family and spouse, if Participant is alive, and Participant’s family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed a release, waiver, and covenant not to sue the above-named Releasees. The Undersigned agree to save and hold harmless, indemnify, and defend Releasees from any claim by the Undersigned or Participant’s family, arising out of Participant’s participation in the Academic Program.

In signing this Release, the Undersigned acknowledge and represent that the Undersigned have become fully informed of the content of this waiver of liability and hold harmless agreement by reading it before signing it, and by signing this document as the Undersigned’s own free act and deed confirm that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

The Undersigned execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

The Undersigned state that 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.

STUDENT/PARTICIPANT:

(Signature)

(Printed Name)

(Date)

Co-signature of parent or guardian if student is under 18 years of age.
