



Study Abroad/Domestic Study-Travel Programs

Agreement and General Release

WHEREAS, the University of Delaware (hereinafter UD) offers a travel study program in _____ (“Host Country”) from _____ (Program Start Date) to _____ (Program End Date), to qualified students of UD and of other selected colleges and of other selected universities (“the Program”); and

WHEREAS, _____ (Participant’s Name), voluntarily desires to participate in the Program:

IT IS HEREBY AGREED by and between the Participant, the Participant's parent or legal Guardian if Participant is under the age of 18, (collectively “the Undersigned”¹) and UD, as follows:

1.0 Participation in the Academic Program: The Undersigned have been informed by UD of the scope and focus of the Program, eligibility requirements, costs, registration procedures, travel, itinerary, logistics, terms of cancellation, academic contact, and credit. By signing this Agreement and General Release, the Undersigned acknowledge that they have fully educated themselves as to the details of this program and agree to abide by its terms. It is expressly acknowledged that Participant is not required to participate in the Program. In consideration of the Undersigned's execution of this Agreement and General Release and their agreement to be legally bound by its terms, UD will permit the Participant to enter into the Program subject to the provisions set forth herein.

2.0 Waiver of UD's Liability for Risks and Dangers: The Undersigned understand that there are certain dangers, hazards, and risks inherent in international and domestic travel and the activities included in the Program, including but not limited to risks of injury, permanent disability or death, property damage and severe social or economic loss, which may result from the actions, inactions, or negligence of the Participant or others, weather conditions, conditions of equipment used, language barriers, differing social cultures, national and local laws, sickness, strikes, natural disasters, civil unrest or hostilities, terrorist activities or acts of war, and that UD, its trustees, employees, and agents (collectively hereinafter UD) cannot assume responsibility for any such personal injury, property damage or other loss. The Undersigned further understand that the above risks are also associated with any activities undertaken by the Participant which are not activities included in the Program. Such activities include, but are not limited to, individual travel by the Participant during vacation periods, or periods of time extending beyond the termination of the Program, or during other periods in which the Participant is not undertaking program activities. UD cannot and does not assume responsibility for any such personal injury, property damage, or other loss suffered by Participant during such times.

3.0 Participant Responsibility for Medical Needs

3.1 The Undersigned understand that healthcare facilities may be minimal/absent in rural/remote areas and that all types of health care, including for emergencies, may be difficult to find. The Undersigned further understands that the Participant should not expect the same type of health care as would be available in the Participant's home country. Having read and understood the information UD provided on healthcare precautions, the Participant has fully informed UD of any condition of his/her mental/physical health that might affect the Undersigned participation in the program.

3.2 The Undersigned assure UD that the Participant has consulted with a medical doctor with regard to the 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 the Participant's participation in the Program.

3.3 The Undersigned are aware of all applicable personal medical needs, as well as having arranged for adequate hospitalization insurance to meet any and all needs for payment of hospital costs while the Participant is undertaking the Program. The Undersigned agree that UD cannot be and is not responsible for attending to any of the Participant's medical or medication needs, that the Undersigned assume all risk and responsibility therefore, and that if the Participant is required to be hospitalized while in a foreign country or in the United States during the Program, UD cannot and does not assume any legal responsibility for payment of such costs.

4.0 Participant's Life, Health, and Property Insurance: The Undersigned are aware that there are other potential risks in which the Participant may be placed or in which the Participant may place himself or herself during the Program which neither the Undersigned nor UD are able to foresee at this time. The Undersigned are aware that life, health, and property insurance is sold by American companies in order to reduce the financial consequences of such risk.

5.0 UD's Rights and Powers: The University reserves the following rights and powers:

5.1 The right to cancel the Program without penalty;

5.2 The right to alter or withdraw any part of the Program and to make any alterations, deletions or modifications in the itinerary and/or academic program as deemed necessary by UD or by the course instructors as agents of UD.

¹ The term, Undersigned, is used in this Agreement and General Release as pertaining to more than one person. If the participant is of majority age, it refers only to the Participant. If the Participant is not of majority age, Undersigned refers to the Participant and the Participant’s Parent or Guardian, signatory, hereto.

5.3 The Undersigned have made themselves aware of the rules and regulations as contained in the *UD Student Guide to University Policies* and all relevant UD travel study documents. The Participant agrees to uphold individual and group standards appropriate to the cultural setting of the program. If the Participant's actions violate local or national laws and/or UD or host institution regulations, or are judged to be injurious to the program and/or seriously offensive to the host cultures, and/or damaging to the reputation of UD, the Participant acknowledges that the faculty director(s) has the right, after consultation with a representative of UD, to terminate the Participant's enrollment in the program without refund of tuition nor fees and to return the Participant to the United States at his own expense.

5.4 The Undersigned understand that military actions, terrorist threats, labor strikes, civil unrest, and natural disasters, as well as other situations which are disruptive to the learning environment and/or the life of and safety of the Program group, may result in an alteration in the Program itinerary. The Undersigned agree to accept financial responsibility for the Participant which may result from such a change in the program itinerary and agree to follow the leadership and direction of UD in the decision to change travel plans.

6.0 Potential Travel and Accommodation Problems

6.1 The Undersigned acknowledge and agree to accept all responsibility for loss or additional expenses due to delays or other changes in transportation due to sickness, weather, strikes, or other unforeseen causes. The Undersigned acknowledge and understand that UD assumes no liability whatsoever for any loss, damage, destruction, theft or the like to the Participant's luggage or personal belongings, and that the Participant has retained adequate insurance or has sufficient funds to replace such belongings and will hold UD harmless therefrom.

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

6.3 The Undersigned acknowledge and understand that there are risks associated with operating a motor vehicle while participating in the Program and that UD assumes no liability whatever for any death, injury, damage, loss, accident or delay resulting from the Participant's operating a motor vehicle while participating in the Program

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

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

6.5.1 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 by any company or person engaged in providing or performing any of the services involved in the Program;

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

7.0 Legal Problems: The Undersigned acknowledge and understand that should the Participant have or develop legal problems with any foreign nationals or with any government while participating in the Program the Participant will attend to the matter personally with the Participant's own personal funds. UD is not responsible for providing any assistance under such circumstances.

8.0 Conduct of the Participant: The Undersigned are aware of the means by which sexually transmitted diseases are contracted and recognize the inherent risks of unprotected sexual activity and intravenous drug use. The Undersigned are aware of the health, safety, and legal implications associated with the use of alcohol and drugs and will educate themselves, prior to departure, as to the local or national laws of the host country. The Undersigned acknowledge and understand that UD assumes no liability whatsoever for any death, injury, loss, damage, harm, accident or delay resulting from the Participant's conduct as described in this paragraph 8.0.

9.0 Governing Law: The Undersigned agree that this Agreement and General Release shall be construed in accordance with the laws of the State of Delaware, which shall be the forum for any lawsuits filed under or incident to the Agreement and General Release or the Program. The terms and provisions of this Agreement and General Release 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 and General Release, the validity of the remaining portions shall not be affected thereby.

10.0 Assumption of the Risks Involved

10.1 Knowing the dangers, hazards, and risks described herein, or otherwise associated with participation in the Program whether foreseen or unforeseen, and in consideration of being permitted to participate in the Program, the Undersigned, on behalf of the Participant's family, heirs, and personal representative(s), agree to assume all risks and responsibilities surrounding Participant's participation in the

Program including transit to, during and from the Program, and to forever discharge, release and waive any claims against UD for any and all liability related to any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which the 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 the Participant or by any property belonging to the Participant, except for loss or injury arising out of the sole negligence or willful misconduct of UD.

10.2 The Undersigned understand and agree that UD does not have medical personnel available at the location of the Program or during transportation or anywhere in the Host Country. The Undersigned understand and agree that the UD is granted permission to authorize emergency medical treatment, if necessary, and that such action by UD shall be subject to the terms of this Agreement and General Release. The Undersigned understand that UD assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

10.3 The Undersigned acknowledges having read and understood all Consular Information sheets, travel warnings, and other announcements posted on the Web site of the U.S. State Department and relating to the country or countries visited during the Program.

11.0 Other Claims: It is the Undersigned's express intent that this Agreement and General Release 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 as a Release, Waiver, Discharge, and Covenant not to Sue UD. The Undersigned agree to save and hold harmless, indemnify, and defend UD from any claim by the Undersigned or Participant's family, arising out of the Participant's participation in the Program.

12.0 Age of Participant: The Undersigned state that Participant _____ at least eighteen (18) years of age and fully competent to sign this Agreement.
 "is or is NOT"

13.0 Entire Agreement: In signing this Release, the Undersigned acknowledge and represent that the Undersigned have become fully informed of the content of this Agreement and General Release by reading it before signing it and that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

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

SIGNED _____ DATE: _____
 (Signed in the presence of notary) (printed last name)

(Co-Signature of Parent or Guardian if Participant is under 18 years of age) DATE: _____

SECTION FOR NOTARY PUBLIC USE:

Sworn and subscribed before me this _____ day of _____, 200_____.

Signature of Notary Public: _____ Seal of Notary Public.