



General Release and Acknowledgement of Consent – Page 1

*By checking the Release and Consent box on MyPassport I acknowledge that I have read and agree to the terms outlined in this document.
Please print for your records.*

In consideration of the acceptance to participate on the Semester at Sea program ("Program"), on the *MV Explorer* or other vessel substituted in its place ("Vessel"), and recognizing that his or her participation in the Program is voluntary, and that there are certain risks which the undersigned participant ("Participant") assumes by participation in the Program, the Participant hereby enters into the following General Release and Acknowledgement of Consent ("Release and Consent").

1. The Participant waives, releases and forever discharges all claims, demands, actions or causes of action which he or she may now or in the future have against the Institute for Shipboard Education, its trustees, agents, officers, directors, employees, insurers, successors and assigns ("ISE"), a non-profit educational organization, incorporated in the State of Delaware, (collectively "ISE"), and the Vessel, its officers, crew, owners, operators, charterers, insurers, successors and assigns (collectively "Vessel Interests") for any damages, loss, cost or expense, including attorneys' fees, arising out of or in any way connected with any of the following, and further agrees to defend, indemnify and hold ISE and the Vessel Interests harmless, from any and all liability, including, but not limited to attorneys' fees, arising out of or related to the following:
 - a. The cancellation or abandonment of the voyage on the Vessel, on which the Participant has been accepted ("Voyage") at any time (subject to pro rata refund of amounts paid by or on behalf of Participant, or at the sole option of ISE transshipment of Participant and accompanying baggage by another ship or carrier to the port of destination); the substitution of one vessel for another; any delays or inconveniences at sea or in port; any change in the published itinerary; any breach by ISE or participant, of the passage ticket contract under which the Participant is carried as a passenger on the Vessel ("Passage Ticket Contract"); any fares, charges, fines, costs or expenses to be paid by the Participant pursuant to the Passage Ticket Contract.
 - b. Any injury or illness suffered by the Participant, regardless of whether or not it results in the death of the Participant, and regardless of whether it occurs on the Vessel or ashore.
 - c. Any injury or illness suffered by any other person caused in whole or in part by the Participant, whether alone or in association with others, regardless of whether it results in death of such person, and regardless of whether it occurs on the Vessel or ashore, and whether or not it is contributed to by the active or passive negligence of ISE or Vessel Interests.
 - d. Any loss of or damage or injury to property, whether personal, real or mixed, owned by the Participant or by another, caused in whole or in part by the Participant whether alone or in association with others.
 - e. Any and all claims of whatever nature for injury, death, loss, damage, accident, delay, cost or expense sustained by Participant arising out of or related to: the use of any vehicle, vessel, aircraft or other mode of transportation or any act or omission of the owners or operators thereof; the use or acceptance of any shoreside services, accommodations or facilities or the engagement in any shoreside activities, whether or not organized in whole or in part by ISE, including but not limited to sightseeing, tours, entertainment, sports and sporting events, or the consumption of food or beverages, or any act or omission of the providers, operators, or organization thereof; high risk activities, including but not limited to, skydiving, bungee jumping, shark cage diving, or repelling; Acts of God, strikes, labor disputes, war hostilities, acts of terror, riots, civil commotion, weather, sickness, disease, quarantine or governmental restrictions or regulations.
 - f. Any financial or other obligations or liabilities incurred by or on account of the Participant during the Voyage, whether incurred on the Vessel or ashore, including without limitation any obligations or liabilities incurred by the Participant in any country visited by the Semester at Sea Program.
2. The Participant recognizes and acknowledges that the Passage Ticket Contract sets forth the terms and conditions pursuant to which the Participant travels on the Vessel; that the Participant is bound by the terms of the Passage Ticket Contract; that the Participant has read such terms and conditions; and that the rights and obligations of the Participant are controlled by the terms and conditions of the Passage Ticket Contract.
3. The Participant acknowledges that the supporting academic institution is acting solely as the provider of academic credit for Semester at Sea and will grant academic credits transferable to other institutions of higher education at the sole discretion of the receiving institution; and the Participant represents and warrants that he or she will not make any claim against the supporting academic institution for any reason. Participant further represents and warrants that no academic institution is requiring as a condition of Participant's graduation from such academic institution that Participant takes part in Semester at Sea.
4. The Participant recognizes and acknowledges that ISE has absolute discretion in matters relating to the administration of the Semester at Sea Program, and the dismissal of Participant from the Semester at Sea Program. If Participant violates any of the provisions of the Code of Conduct agreement, or the University of Virginia Honor Code, or any policies outlined in the Voyager's Handbook, or any of the terms and conditions of the Passage Ticket Contract, or if for any other reason in the sole and absolute discretion of ISE or the Captain of the Vessel, ISE or the Captain of the Vessel determines that Participant must be dismissed from the Program, the Participant may be dismissed from the Program and sent home at the expense of the Participant. In such event no refund for any unused portion of the Program, including, but not limited to that for Vessel passage, will be made, and the Participant will not be awarded any academic credit. The Captain of the Vessel has absolute and final authority with respect to matters involving the safety and security of the Vessel and the safety, security and health of those on board.
5. The Participant recognizes and acknowledges that ISE strictly prohibits the organization, promotion, solicitation, and selling of field trips and other shoreside activities.
6. The Participant recognizes and acknowledges that the physician and other medical staff on board the Vessel are independent contractors, and not employees of ISE or of the Vessel, and that neither ISE nor the Vessel Interests are in any way responsible for, and ISE and the Vessel Interests shall not be liable for any aspect of medical treatment provided to the Participant, including, but not limited to the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such physician or other medical staff may furnish the Participant.
7. The Participant represents and warrants that he or she has disclosed to ISE any existing disability or illness of Participant which may require medical and or mental health treatment during the course of the Voyage. The Participant hereby authorizes ISE to take action in its sole discretion which ISE believes is warranted in all circumstances pertaining to the health and safety of the Participant, including but not limited to authorization to provide medical and mental health treatment, on the Vessel or ashore, by the ISE physician or medical staff or mental health professional or other physician or mental health professional, including, but not limited to medication as needed by the Participant, and including but not limited to the repatriation of the Participant at the sole expense of the Participant. If Participant is forced for medical or mental health reasons to leave the Program, no refund of any unused portion of the Program, including but not limited to that for Vessel passage, will be made, and Participant will not be awarded academic credit.

General Release and Acknowledgement of Consent – Page 2

8. The Participant hereby authorizes ISE, its agents, employees, officers and assigns, to take, process, publish, or otherwise use photographs, motion pictures, or other forms of visual reproduction, and voice prints of Participant either alone or with others, in any way deemed appropriate by ISE in the sole and absolute discretion of ISE, without the pre-approval of Participant, for recruitment or promotional purposes. Any photographic images, video, or written text submitted by the Participant for the creation of intellectual property such as the printed voyage yearbook, video documentary, website or other publication, are the sole property of ISE and can be used in the sole and absolute discretion of ISE.
9. The Participant hereby authorizes ISE, its agents, employees, officers and assigns, to use or release Directory Information (to include name, address, phone number, email address, home school, major field of study, achievements, academic awards or honors, dates of attendance and participation in recognized shipboard organizations or activities, image) to external parties at their discretion. If Participant does not so authorize, Participant must so request in writing prior to the start of the program.
10. ISE may, without notice and without obligation to the Participant, or the award of any academic credit to Participant, in the sole discretion of ISE, change or cancel its performance from that set forth in the ISE catalogue, including but not limited to cancellation of the Program, on account of Acts of God or other instances of force majeure, including but not limited to war, strike, weather, government restrictions, perils of the sea, and other causes beyond the control of ISE.
11. Participant agrees to maintain an active and meaningful academic participation in all courses in which Participant is registered in and/or contracted to teach and to attend classes as required by the instructor. The Participant hereby authorizes the supporting academic institution in its sole discretion to send academic transcripts and any other materials relevant to the participation of Participant in the Program to the home institution of Participant, and to such other institutions as the Participant may request.
12. Participant represents and warrants that he or she has had the opportunity to look into the various risks associated with travel at sea and with international travel in general, including, but not limited to, the countries to which the Vessel will travel in the course of the Program, and that Participant has learned of such risks to the extent that he or she has desired to do so. Participant is not relying solely on the information provided by ISE (including the Voyagers Handbook), but has made, along with his or her parents or legal guardians, if under the age of 18, the free and informed decision to undertake the Program. Participant is not relying on either ISE or Vessel Interests to explain such risks to Participant.
13. If any of the provisions of this Release and Consent shall be held invalid or inoperative, they shall be deemed to be severed from this Release and Consent, and given no force or effect, and the remaining provisions shall be given full force and effect.

The Participant intends to legally bind his or her heirs, executors, administrators and assigns to the terms and conditions of this Release and Consent. Participant has had the opportunity to ask questions about the Release and Consent and to consult with independent counsel if Participant chose to do so, to have this Release and Consent explained.

By checking the Release and Consent box on MyPassport, the Participant represents that he or she has read this Release and Consent, understands its provisions and, is acknowledging it of his or her own free will and agrees and intends to be legally bound by it.

Participants Under 18

If Participant will be under the age of 18 at the time of sailing this document must be printed, signed by a parent/guardian, and returned to the address below.

Signature of Participant

Printed Name of Participant

Date of Birth

I have read the foregoing Release and Consent, and understand its provisions. In consideration of Participant's participation in the Program, I acknowledge and agree that Participant and I are jointly and severally bound by the Release and Consent and that our heirs, executors, administrators and assigns are also so bound.

Signature of Parent/Guardian if Participant
is under the age of 18 years

Printed Name of Parent/Guardian

Date

Participants Under 18 Only: Please return this form to:

ISE/Semester at Sea
ATTN: Program Administration and Student Affairs
P.O. Box 400885, Charlottesville, VA 22904-4885
(800) 854-0195 www.semesteratsea.org