

**THE UNIVERSITY OF AKRON EDUCATION ABROAD
PROGRAM PARTICIPATION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY**

Name: _____ UA ID Number: _____

Program Dates and Location(s): _____ (the "Program")

If applicable Student Organization: _____ (the "Student Organization")

Please read all provisions of this Agreement carefully before signing.

1. **Acknowledgment and Acceptance of Risk.** Recognizing that participation in the Program is voluntary and that participants voluntarily assume certain inherent risks, I acknowledge and agree that neither the University, its employees, its Board members, officers, employees, the Student Organization, nor any cooperating institution (collectively the "University"), assume any responsibility for damages to or loss of my or my child's property, any personal illness, any personal injury, or death caused by my child's participation in the Program. By voluntarily participating in the Program, I, on behalf of my child, freely assume any risk associated with or arising out of traveling, studying, conducting research, engaging in community service, and living abroad. I have had the opportunity to raise any questions or concerns about the risks for the Program and any questions or concerns have been addressed. My child has no physical, mental, or emotional condition, limitation or disability that would preclude him/her from participating in the Program. I further acknowledge that it is my responsibility to review U.S. State Department travel advisories, warnings, or other information available through <http://www.state.gov/travel> and freely assume any and all risks which may arise, concern, or relate to the conditions contained in any advisory statements, warnings or other information. I also acknowledge that I am free to seek out any additional guidance before my child is traveling, studying, and living abroad. As a condition of participating in the Program outside of the U.S., I agree that my decision to permit my child to travel, study, and live abroad is solely my choice and that I voluntarily assume any and all related risks concerning such activities. I understand that the University is not responsible for my child's safety in the event of any accidents or other incidents, including but not limited to crime, terrorism, or other violence that may occur during domestic or international travel.
2. **Insurance.** I acknowledge and agree that it is my responsibility to ascertain whether my child has adequate health and accident coverage overseas, and to procure any other insurance coverage as I may deem necessary. Furthermore, I understand that it is my sole responsibility to review such coverage and obtain any additional coverage that I deem appropriate. In addition, all participants in University sponsored study abroad programs or international travel are required to purchase international health and emergency insurance through the International Center.
3. **Program Changes.** I understand and agree that, although the University and/or Student Organization will attempt to maintain the Program as described in its publications, it reserves the right to change the Program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that the University shall not be responsible or liable for any expenses or losses that I or my child may sustain because of such changes.
4. **Eligibility For Participation.** I understand and agree that my participation in this program is contingent upon my continued good academic standing and good standing with the Office of Student

Conduct. If my eligibility status changes prior to departure, the University reserves the right to prohibit my participation in the program, and I understand that I will be responsible for any nonrefundable fees and costs incurred on my behalf.

5. **Removal From Program.** I understand and agree that the University reserves the right to expel me from the Program at any time if it determines, in its sole discretion, that my actions or general behavior impede or obstruct the Program or if I fail to follow University policies. If this Program involves a Partner Institution, the Partner Institution may, in consultation with the University, ask me to depart the program if I do not abide by the Partner Institution's guidelines. I will attend all classes, take all examinations and do all assigned work. I understand that I am responsible for ensuring my health and safety during my stay in the host country. I understand that if I am removed from the Program that I will be responsible for any fees or costs to return to the United States, and the University will not pay any fee incurred in my return.
6. **Local Laws and Prohibition of Illegal Drugs.** I understand and agree that violations of local law will be referred to and handled by law enforcement authorities. Moreover, I further agree that the use of illegal drugs in any form will not be tolerated and shall be grounds for immediate expulsion from the Program and total forfeiture of all program fees. I understand that while my child is a visitor in a foreign country, he/she is subject to the laws of that country.
7. **Waiver, Release, and Hold Harmless.** I, on behalf of myself and my child, do hereby forever and absolutely waive and release any and all claims against the University arising out of or relating to my child's participation in the Program, including, but not limited to, claims related to any injury, loss, damage, accident, natural disaster, delay or expense resulting from the use of any vehicle, any strikes, act of war, acts of terrorism, weather, sickness, quarantine, government restrictions or regulations or arising from any act of omission or any airline, railroad, bus company, taxi service, hotel, restaurant, school, university, or other firm, agency, company or individual or any other related matter. I, on behalf of myself and my child, also release the University and agree to indemnify and hold them harmless, with regard to any financial obligations or liabilities that I or my child may personally incur or any damage or injury that I may cause, while participating in the Program.
8. **Independent Travel.** I understand and agree that all travel during or related to the Program will be at my own expense and responsibility. I understand that I am responsible for obtaining my child's passport and health certificates, and for travel, medical, or other personal insurance deemed necessary. To the extent that my child's need any special accommodations as part of the Program, I have addressed those accommodations with the University.
9. **Consent to Medical Treatment.** In the event my child suffers any injury or illness during the Program, I authorize the Program leaders, at my expense, to secure necessary treatment, including, but not limited to, the administration of an anesthetic and surgery, and such medication as may be prescribed. It is further agreed that if my condition so requires, my child may be returned to the United States at my expense. I further assume any and all risks associated with or arising from any such medical treatment and agree to waive any and all claims which I or my child might assert against the University. Notwithstanding the foregoing, this consent to medical treatment does not constitute an obligation on the part of the University to secure any such treatment on my behalf.
10. **Media.** I authorize the use of my child's name, likeness, image, and statements in all forms for promotional materials for The University of Akron.

11. **Damage or Loss.** I understand and agree that I may be charged for damage to property of the University or its partners.
12. **Governing Law.** I agree that if there is any dispute concerning my participation in the Program or the interpretation of this Agreement, any such disagreement shall be determined in accordance with the laws of the State of Ohio.
13. **Entire Agreement and Modification.** The terms and conditions of this Agreement represent the parties' complete understanding with regard to my participation in the Program and supersedes any previous or contemporaneous agreements with the University on this subject, whether written or oral, and cannot be changed or amended in any way without the written concurrence of the parties. I further agree that, should any provision or aspect of this Agreement be found to be unenforceable, that all remaining provisions will remain in full force and effect.
14. **Independent Analysis and Binding Authority.** I have carefully read this Agreement and fully understand its contents. I further acknowledge and agree that I have had an opportunity to consult with counsel before executing this Agreement. I acknowledge and agree that Agreement shall be binding on my and my child's survivors, heirs, successors, and assigns. I am aware that this Agreement constitutes a release of liability, including but not limited to, liability for negligence, and a hold harmless agreement, and I sign it of my own free will and accord.

I HAVE READ ALL OF THE ABOVE INFORMATION AND CONSENT TO ALL OF THE FOREGOING PROVISIONS. For participants under eighteen (18) years old, a parent or legal guardian must sign this Agreement with a witness.

Participant:

Name (Please Print): _____

Signature: _____ Date: _____

Parent/Guardian:

Name (Please Print): _____

Signature: _____ Date: _____

Relationship (please indicate parent/guardian)

Witness:

Name (Please Print): _____

Signature: _____ Date: _____