

RELEASE AND ASSUMPTION OF RISK
Study Abroad / National Student Exchange / Short Term Travel Course

I, _____, of _____
(Name of Student) (Address)

a student from The University of Maine at Farmington (a campus of the University of Maine System), being of legal age (having been born on _____), acknowledge, declare and agree as follows:

1. That I have voluntarily agreed to participate in a:

Study Abroad Program National Student Exchange Program Short Term Travel Course

in _____ from _____ 20____, to
(Host Location)

_____, 20____, and in consideration of being permitted to participate in this program, do voluntarily execute this "Release and Assumption of Risk" on behalf of myself, my heirs and next-of-kin, my personal representatives and my estate.

2. That this program of academic study, which is elective and optional to me, will consist of course work which has been discussed with, and approved by the academic advisor in my major and college, and will involve my travel and living away from approximately _____, 20____, to _____, 20____.

3. That the University of Maine System and its University of Maine at Farmington (hereinafter referred to as the "University") has apprised me that participation in a study away program involves risks not found in study at the University. These include risks involved in traveling to and within, and returning from, one or more states or foreign countries; domestic or foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of utilities, including computing facilities, buildings, public places and conveyances; local medical and weather conditions; and other matters. I acknowledge that study away may involve possible damage to property, illness and injury, including death. I have made my own investigation, having reviewed any applicable U.S. Department of State Announcements and Advisories (<http://travel.state.gov/travel>) and am willing to accept these risks. I have also reviewed the Center for Disease Control information (www.cdc.gov/travel/) on my host country and will receive the suggested immunizations prior to departure. I understand that the University is not a guardian of my safety and I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me or which I may suffer, or cause to others, and for all damages or loss to any personal property owned by me, or damaged by me, while I am participating in this program and during all travel and transportation to and from _____, or any other location, and, in furtherance thereof, I agree

(Host Location)

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to indemnify and hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents from and against any and all claims, demands, actions or causes of action, on account of damage or loss to my personal property, my personal injury, or death, or the bodily injury, death or damage to personal property of others caused by me, which may occur or result directly or indirectly from my participation in this program, and not as a direct result of any negligent act of the University, its Trustees, faculty, employees, volunteers or agents.

4. I understand that as a visitor in a foreign country or another state, I will be subject to the laws of that country/state. I agree to comply with those laws. I understand that being charged with any infraction of the laws of the host country/state is grounds for immediate removal from the program, with refund of tuition and fees, if appropriate, pursuant to University and program policies. In addition, I understand that should I have any legal problems in the host country/state, I will be responsible for legal costs incurred as a result. The University cannot provide legal counsel in such circumstances.

5. I understand that the manufacture, distribution, possession, use or sale of controlled substances is defined by State or Federal law, or the laws of the jurisdiction in which the program is conducted, and as such, is prohibited during travel, study and any activities. I understand that I will be directly subject to the laws and legal procedures as applied to the use, possession and distribution of illegal drugs as enforced by local authorities.

6. I understand that the University in no way represents, or acts as agent for the Host Institution, the transportation carriers, hotels, and other suppliers of services or facilities connected with the program. I further understand and agree that the University, its trustees, officers, administrators, employees, and agents are:

A. 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 the any host institution, or any company, institution or person engaged in providing facilities or performing any of the services involved in the program;

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

C. Not responsible for any disruption of travel arrangements or any consequent additional expenses that may be incurred there from.

7. I acknowledge and agree to accept all responsibility for loss or additional expenses due to sickness, weather, strikes, or other unforeseen causes. I acknowledge and understand that the University assumes no liability whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings, and that I have retained adequate insurance or have sufficient funds to replace such belongings and will hold the University harmless there from.

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8. I understand that activities or independent travel conducted when I have free time before, during, or after the program, shall be unsupervised by the University, its agents or employees. I agree that the University, its agents, and employees shall have no responsibility or liability for any injury, damage or loss suffered by me during such periods of independent activity or travel, and this Release shall remain in full force and effect during such times.

9. I understand that it is not the purpose of this program or the responsibility of the University to teach safety rules and regulations, but only that reasonable safety standards be agreed to and adhered to by all participants.

10. I declare that I am able to physically withstand and cope with the indicated rigors of this program, with or without a reasonable accommodation. If an accommodation is needed, I will contact the host location coordinator.

11. This "Release and Assumption of Risk" be construed and interpreted pursuant to the laws of the State of Maine, and if any portion thereof is held invalid, void, unenforceable or illegal, the remainder shall continue in full force and effect.

I declare that I completely understand and have fully informed myself of the terms and conditions of this "Release and Assumption of Risk" by having read it, or having it read to me, before signing and I intend to be fully bound thereby.

Assented and agreed to on this _____ day of _____, 20____.

Signature of Participant

I, _____, the parent or legal guardian of,

_____, agree, in consideration of my child being permitted to participate in the Activity, to be bound by the terms of this Release and Assumption of Risk and hereby indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, in the same manner and with the same force and effect as set forth in section 3 above with regard to my child participating in the Activity.

Parent or Guardian Signature
(if participant is under the age 18 years)