

KSC: Global Education Office (GEO)

RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT

This Agreement is signed by _____ whose address is _____
Name

_____, hereinafter referred to as the
Your permanent address

"Participant," and if the Participant is of minority legal age, signed also by the Participant's Parent or Guardian. All references in this Agreement to Keene State College include the College and University System of New Hampshire and their trustees, officers, employees, and agents.

1.0 Participant's Desire to Participate in the Academic Program

Participant is a student qualified for and accepted for enrollment in an academic program arranged through Keene State College's Office of Global Education, and offered by or in conjunction with _____, the host institution for the
School you will be attending

following term _____
Spring, Fall or Summer

In the country(ies) of _____
Country where you will be studying

2.0 Participant Responsibility for Medical Needs and Grant of Permission to Authorize Emergency Medical Care

The Participant has had a medical examination in anticipation of participating in this academic program, and there are no known health-related reasons or problems which preclude or restrict Participant's participation. The Undersigned understand(s) that Keene State College does not have medical personnel available at the location of the Academic Program, during transportation, or anywhere in the foreign country and grants Keene State College permission to authorize emergency medical treatment, including hospitalization either in the foreign country or in the United States. The Undersigned further agree(s) that Keene State College is not responsible for the costs of attending to any of Participant's medical needs, including costs for hospital care if Participant is required to be hospitalized while in a foreign country or in the United States, during this Academic Program.

3.0 Travel and Accommodations

The Undersigned understand(s) that Keene State College in no way represents, or acts as agent for transportation carriers, hotels, and other suppliers of services connected with this Academic Program and agree(s) that Keene State College is not responsible or liable for:

3.1 Any injury, damage, loss, accident, delay, disruption of travel arrangements, 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;

3.2 Any loss, damage, destruction, theft or the like to Participant's luggage or personal belongings;

4.0 Cancellation and Modification of Academic Program

Keene State College reserves the right to cancel, change, or make substitutions to the Academic Program or to make alterations, deletions or modifications to the itinerary in case of emergencies, changed conditions, or otherwise as it deems necessary. The College further reserves the right to adjust fees as necessitated by factors over which it has no control such as changes in currency

exchange rates and tariffs and inflation. Keene State College further shall not be responsible for any losses or expenses incurred by the Participant due to weather, strikes, hostilities, wars, natural disasters, or other such causes.

5.0 Legal Problems

The Undersigned acknowledge(s) and understand(s) that should Participant have or develop legal problems with any foreign nationals or governments, Participant will attend to such matters personally with Participant's own personal funds. Keene State College is not responsible for providing any assistance under such circumstances.

6.0 Acceptable Conduct by Participant

The Participant is aware of and shall comply with Keene State College's rules, standards and instructions for student behavior. The Undersigned agree(s) that Keene State College may enforce its rules, standards, and instructions for appropriate conduct, and that such enforcement may include termination of participation in the academic program for inappropriate behavior or any action or conduct considered by the College to be detrimental to or incompatible with the interests of the program. In the event that Participant's participation is terminated for inappropriate conduct, the Undersigned shall be responsible for all expenses incurred in Participant's returning home. Further in this eventuality the Undersigned agree(s) that there shall be no refund of fees.

7.0 Assumption of the Risks, Release and Waiver of Liability, and Indemnity

7.1 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in this Academic Program, the Undersigned, on behalf of Participant's family, heirs, and personal representative(s), agree(s): (a) 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 (b) to release and hold harmless Keene State College, its governing board, officers, agents, employees, and any students acting as employees ("Releases"), 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, illness 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 "Releases," or otherwise, while in, on, upon, or in transit to or from the country where the Academic Program or any adjunct to the Academic Program occurs or is being conducted.

7.2 In the event that Participant's conduct causes damage to the property of Keene State College, the Undersigned agree(s) to indemnify Keene State College for such loss. The Undersigned further agree(s) to defend and indemnify Keene State College with respect to any claims, demands, or actions for damages brought by anyone else against the College for personal injury, property damage, or death arising in whole or in part from Participant's conduct.

THIS 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. In signing this Release and Waiver of Liability, Hold Harmless, and Indemnity Agreement, I acknowledge and represent that I have read it and all attachments hereto, that I am fully informed of and understand its content, and that I sign of my own free act and deed. I further acknowledge 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.

STUDENT PARTICIPANT: _____
Signature Date

PARENT/GUARDIAN: _____
Co-signature of parent or guardian Date

If student is under 18 years of age