

**Release and Waiver of Liability and Program Participation Agreement
Salt Lake Community College Study Abroad and International Experience Program**

Student's Name: _____ S#: _____

Program Title: _____ Program Dates: _____

**Please carefully read and make sure you understand all provisions of this Agreement before signing.
This is a legally binding document and you are releasing rights by signing.**

Salt Lake Community College ("SLCC") believes that participation in organized, off-campus activities by its students can be an important part of a student's learning experience. Off-campus activities may, however, involve certain risks which cannot always be eliminated. In order to participate, each student must read carefully, complete, and sign this Release and Waiver of Liability and Program Participation Agreement and submit it to the Study Abroad Office prior to the Program.

I wish to participate in the Program, and in consideration for being permitted to participate in the Program, I hereby represent and agree as follows:

1. Acknowledgement of Risks: I understand that participation in the Program involves risks not found in study at the College, including risks involved in traveling to and within, and returning from, the Program site(s). These include risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions; and other matters described in the U.S. Department of State Country specific Information (and Travel Warnings and/or Travel Alerts, if any) that I have accessed at <http://travel.state.gov> and reviewed carefully. I understand that there may be other risks not known or reasonably foreseeable. I accept all of these risks and voluntarily elect to participate in the Program.

2. Release of Liability against SLCC: I understand that there are other risks, and I hereby release and promise not to sue the State of Utah SLCC, and their officers, employees, agents, or representatives of any and all of them ("Released Parties" or "SLCC") for any damages or injury (including death) caused by, deriving from, or associated with my participation in the Program, except for such claims, damages or losses may be caused by the sole negligence of the Released Parties. This includes, but is not limited to, damages, injury, death or loss occurring during travel and/or activities other than those specifically required in order to participate in the Program that I may choose to undertake before, during, or after the Program. This includes damages, injury, death or loss that occurs as the result of any Released Parties negligence. It is my express intent that this Release bind my heirs, assigns, and personal representatives.

3. SLCC's Not Responsible for Expenses or Damage Caused by Host Institution, Transportation Carrier or Hotels: I understand that SLCC in no way represents, or acts as agent for the Host Institution, the transportation carriers, the hotel(s) and any other suppliers of services connected with this program. I further understands that SLCC is a) not responsible or liable for 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

Host Institution, or any other company or person engaged in providing or performing any of the services involved in this program, b) not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, acts of terrorism, personal decision to leave the program early, or other such causes, and c) not responsible for any disruption of travel arrangements, or any consequential additional expenses that may be incurred therefrom.

4. Responsibility for Additional Expenses Due to Delay, Catastrophic or Unforeseen Events: I acknowledge and agree to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation and other services in the program plan due to sickness, weather, strikes, hostilities, wars, natural disasters, acts of terrorism, personal decision to depart from the program, or other unforeseen causes; to accept all responsibility whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings; and that I have adequate insurance or sufficient funds to replace such belongings and release and will hold SLCC harmless therefrom.

5. Obligations if Separated from Study Abroad Group: I acknowledge and agree that in the event I become detached from the study abroad group, fail to meet a departure bus, airplane, train, or other conveyance, or become sick or injured and unable to travel I will bear all responsibility to seek out, contact, and reach the trip group at its next available destination, and to bear all costs attendant to contacting and reaching the field trip group at its next available destination.

6. Voluntarily Entering Into this Agreement: I represent that my statements herein are accurate and complete and that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this Release, I have the right to consult with the adviser, counselor, or attorney of my choice.

7. Obligation to Comply with Laws and Customs of Study Abroad Country: I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior that violates those laws or standards could harm SLCC's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program and assume responsibility for my actions, understanding that the circumstances of an Program likely requires a standard of behavior that may differ from that applicable on campus. If I have or develop legal problems including with any foreign national(s), foreign business, or foreign government while participating in this study abroad program, I will attend to the matter personally with my own personal funds and will hold SLCC harmless therefrom and that SLCC is not responsible to provide any assistance under such circumstances.

8.Obligations Under SLCC's Code of Student Rights and Responsibility: I will comply with SLCC's rules, standards, and instructions for student behavior generally and for the Program, including the SLCC Student Study Abroad Handbook and SLCC's Code of Student's Rights and Responsibility (collectively, "standards"). I acknowledge and understand that my compliance is important to the success of the Program and to SLCC's willingness to permit future similar activities. I agree that SLCC has the right to enforce the standards, in its sole judgment, and that it may impose restrictions, up to and including disciplinary proceedings and not granting academic credit for and removing me from the Program, for violating the standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the SLCC, the Program or other participants. I also agree to comply with all directions and instructions of the Program Director during the course of the program and that failure to do so may result in the imposition of restrictions.

9. I agree that, due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the SLCC do not apply. If I am removed from the Program, I consent to going home at my own expense with no refund from the SLCC of any monies paid.

10. Authority of College to Change Study Abroad Plans: I understand that it is within the College's discretion to change travel, accommodations, and other arrangements as it deems necessary. I understand that the College is not responsible for nor does it represent or act as agent for, and cannot control the acts or omissions of the host institution or service providers, including those who provide transportation, tour, dining or sleeping accommodations. I understand that SLCC may cancel without penalty the offering and conduct of this Study Abroad Program; withdraw any part of the Study Abroad Program and to make any alterations, deletions, or modifications in the itinerary and/or Academic portion of the program as deemed necessary by SLCC, the Director of Study Abroad, or by the Program Director as agents of SLCC.

11. Health Related Obligations: I agree to: a) consult with a medical doctor with regard to my personal medical needs and confirm that there are no health-related reasons or problems which preclude or restrict my participation in this Program, b) arrange for adequate medical and hospitalization insurance to meet any and all needs for payment of medical and hospital costs while engaged in this Program, c) assume all risk and responsibility therefore, d) consult and arrange with a medical doctor to receive the appropriate inoculations/shots for this program, e) pay for any and all medical and hospitalization expenses incurred, and f) release SLCC from any legal responsibility for payment of the my medical, medication, or hospitalization needs.

12. Responsibility to have Health Insurance: I understand that I have the responsibility to obtain and maintain health, accident, disability, hospitalization, property and travel insurance for all travel and activities. I will be responsible for the costs of such insurance and for any expenses not covered by insurance. I grant permission to the Program Director or other SLCC officials to authorize emergency medical treatment, if necessary, and that SLCC will not be responsible for any injury, damage or cost which might arise out of or in connection with such authorized emergency medical treatment.

13. Consent for Medical Treatment: I agree that SLCC may, but is not obligated to, make any decisions and take any actions regarding my health, safety, and welfare that it considers to be warranted under the circumstances, and hereby authorize SLCC to make such decisions and take such actions. I agree to pay all expenses relating thereto and release SLCC from any liability for any such actions.

14. Responsibility to Pay for All Costs: I am assuming full financial responsibility for all costs and expenses incurred by me in connection with the Program, including, without limitation, financial responsibility for damage or destruction to property of third parties.

15. Inability to Act as Agent for College: I agree that I do not have the authorization to bind SLCC to any agreement. Furthermore, I will not hold myself out as having the power or authority to bind or create liability for the College or the SLCC.

16. Severability Clause: I agree that should any provision or aspect of Release and Waiver of Liability and Program Participation Agreement be found to be unenforceable, that all remaining provisions will remain in full force and effect.

17. Applicable Law: I agree that this Agreement shall be construed in accordance with the laws of the State of Utah in the United States of America. I agree to submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the Study Abroad Program. I agree that venue shall be in the Third Judicial District Court for Salt Lake County.

18. Entire Agreement: The waiver and release herein represents my complete understanding with SLCC concerning its responsibility and liability for my participation in the Program. It supersedes any previous or contemporaneous understandings I may have had with the College or the SLCC on this subject, whether written or oral, and cannot be changed or amended in any way without a written amendment signed by both parties.

Additional Terms and Conditions of Participation

- A. For the purpose of all Study Abroad and International Experience programs at SLCC, no program participant (e.g., faculty, staff, or student) is authorized to drive a private vehicle for the purpose of transporting program participants to, from, or during activities identified as part of the program.
- B. Each person participating in the Study Abroad or International Experience program in any capacity (e.g., faculty, staff or student) must be covered by personal insurance for medical and hospital costs arising from any accident or health issue occurring while on, or as a result of participation in the Program.
- C. Drinking of alcoholic beverages by any participant in a Study Abroad or International Experience program during “working hours” (i.e., those hours designated by the Program Director as time to be spent on SLCC sponsored activities within the designated program plan of activities) is strictly prohibited.
- D. Narcotics, illegal drugs, or other controlled substances are strictly prohibited from being in the possession of, or used by, any person participating in the Study Abroad or International Experience program except for purposes specifically permitted by the Utah Controlled Substances Act, and possession or use of said substance may be grounds for dismissal from the program resulting in an early return home, at the participants own and sole expense.
- E. Due to airline restrictions, homeland security, and trip safety no person engaged in Study Abroad or International Experience activities may have in their possession or use any kind of firearm or other weapon for any purpose while participating in the program.
- F. Each participant in a study abroad or international experience program is expected to comply with all applicable SLCC codes during the program, and to obey all applicable provisions of the laws of the state and nation in which the Program activities take place.
- G. All participants are individually responsible for their personal conduct while on SLCC Study Abroad or International Experience Programs, and SLCC has no obligation to intercede or undertake to protect said participant from the legal consequences of violations of the law for which they may be responsible.
- H. All participants must be over the age of 18. As adults, program participants are not supervised or monitored during non-working or non-program activity hours.
- I. **PHOTOCOPY OF PROOF OF INSURANCE MUST BE PROVIDED.**

I wish to participate in the Program, I have read and completed this **Release and Waiver of Liability and Program Participation Agreement** and I am signing it voluntarily.

Signature:

Name

Date