



PARTICIPANT'S AGREEMENT
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Release is executed by _____ whose permanent address is _____, (hereinafter referred to as the Program Participant) and delivered to Nazareth College of Rochester, Rochester, NY (hereinafter referred to as the College).

I, the undersigned, desires to participate in a Nazareth College program _____ (hereinafter referred to as Program and Program Excursion) from _____, 20__ through _____, 20__ on location in the country of _____ (OR) on location in _____.

The College is allowing me to participate in an Excursion related to the Program from _____, 20__ through _____, 20__ on location in the country of _____ (OR) on location _____ (hereinafter referred to as Program Excursion).

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named College, including but not limited to its their trustees, agents, employees, representatives and volunteers (hereinafter collectively referred to as Releasees). I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family arising out of my participation in the Program and Program Excursion.

RELEASE

- 1. I understand that there are certain dangers, hazards, and risks inherent in international travel and the activities included in the Program and Program Excursion, including, but not limited to, exposure to infection and infectious diseases, rebellion, insurrection, internal turmoil, and crime, which could result in serious or even mortal illness or injuries and property damage; and that the College cannot and does not assume responsibility for any such personal injuries or property damage.

I hereby release, discharge and agree to hold harmless the College and Releasees from any and all liability arising out of or in connection with my participation in the Program and Program Excursion. For purposes of this Release, liability means all claims, demands, losses, causes of action, suits or judgments or any kind that I or my heirs, executors, administrators, and assigns may have against the College and Releasees, because of personal injury, accident, illness, or death or because of any loss or damage to property that occurs to a person including me or to my property during the Program and Program Excursion and that results from any cause including but not limited to the passive or active negligence or other acts of the College and/or their Releasees, other than fraud, willful misconduct, or a knowing violation of the law.

INDEMNIFICATION

- 2. Notwithstanding any insurance coverage which may be in effect and in addition to any additional undertakings referred to herein, I will, to the extent allowed by law, defend and indemnify and hold harmless the College and Releasees from any and all liability, claims, losses, expenses, judgments or demands including the obligations of the Releasees on account of any similar Agreement the Releasees have with me, including demands arising from injuries or death of persons and damage to property, arising directly or indirectly out of my participation in the Program and Program Excursion, save and except for claims or litigation arising from the willful misconduct of

the College and I will make good and reimburse the Releasees for any expenditures, including reasonable attorneys' fees that the Releasees may have by reason of such matters, and if requested by the Releasees, I shall defend such suit at my sole cost and expense.

3. I am aware of the behavior that is expected of me while participating in this Program and Program Excursion. I am aware that, as a guest in a foreign country, there is certain behavior that will be unacceptable and could lead to possible disruption of the Program and Program Excursion for such inappropriate behavior. I hereby assure the College that I will conduct myself in an appropriate manner at all times; and, in the event the College is in any manner directly or indirectly damaged as a result of a claim brought about due to the my conduct or behavior, I hereby agrees to hold harmless the Releasees from any and all damage, loss expense (including all attorneys' fees), or liability which the Releasees may suffer.

RIGHTS OF THE COLLEGE

4. The College reserves the following rights and powers:
 - a) The right to cancel without penalty the offering and continuation of the Program and Program Excursion.
 - b) The right to cancel the Program and Program Excursion or any aspect thereof after departure, requiring that all participants return to the United States (if applicable) if, in the College's sole discretion, it determines or believes that any person is or will be in danger if the Program and Program Excursion or any aspect thereof is continued.
 - c) The undersigned acknowledges the right of the College to withdraw any part of the Program and Program Excursion and to terminate, alter, delete, or modify the itinerary and/or Program and Program Excursion as deemed necessary by the College, including the College's course instructors, program directors, or any other College representative.

NO ASSUMPTION OF LIABILITY

5. The undersigned acknowledges and understands that the College assumes no liability whatsoever for any loss, damage, destruction, theft, or the like to his/her luggage or personal belongings. My baggage and personal property are transported at my risk entirely.
6. I understand and acknowledge that the College assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the College, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature however caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond the College's control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, the College will not be responsible for my hotel, transfers, meal costs or other expenses.
7. I acknowledge and understand that should I have or develop legal problems with any foreign nationals, the government of the host country, or any legal official in the United States, I will attend to the matter personally with my own funds. The College does not guarantee what, if any, assistance it can provide under such circumstances.
8. I acknowledge and understand that in the event I become detached from the Program and Program Excursion group; fail to meet a departure bus, airplane, or train; or become sick or injured I will bear all responsibility to seek out, contact, and reach the Program and Program Excursion group at its next available destination; and I

understand that I will bear all costs attendant to contacting and reaching the Program and Program Excursion group at its next available destination. All services and accommodations are subject to the laws of the country in which they are provided.

LIVING ARRANGEMENTS

- 9. The College does not in any way warrant or makes any representations as to the conditions or standards of my living arrangements or assures that individuals on the Program and Program Excursion will have equal accommodations or accommodations with the same proximity to the classes. I understand and acknowledge that there is significant variety in possible living arrangements.

CONDUCT

- 10. The College has the authority to establish the rules necessary for the operation of the Program and Program Excursion and has the sole discretion to decide that an individual should be separated from the Program and Program Excursion because of a violation of such rules, for disruptive behavior, for conduct which could bring the Program and Program Excursion and/or the College or its members into disrepute, or for conduct which violates any policy or procedure of the College. The decision to so separate the individual shall be final. I understand and agree that use or possession of narcotics, or any other illegal substance on the Program and Program Excursion is expressly prohibited. I understand that if I am required to leave the program, no refund will be made for any unused portion of the program. In addition, I understand that I will return home at my own expense.

ACKNOWLEDGEMENT OF INHERENTLY DANGEROUS ACTIVITIES AND ASSUMPTION OF RISK

- 11. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Program and Program Excursion, on behalf of myself, my heirs, and personal representative(s), I, the undersigned, do hereby agree to assume all the risks and responsibilities surrounding my participation in the Program and Program Excursion, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance do hereby release and forever discharge, waive, and covenant not to sue the Releasees 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 I may have or which may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including, but not limited to, suffering and death, that may be sustained by me or by any property belonging to me while in, on, upon, or in transit to or from the premises where the Program and Program Excursion or any adjunct to the Program and Program Excursion occurs or is being conducted.
- 12. I understand and hereby acknowledge that I have reviewed the U.S. Consular Information found at, <http://travel.state.gov/content/passports/en/alertswarnings.html>, as well as the Centers for Disease Control information at <http://www.cdc.gov/> and <http://www.cdc.gov/travel/>, on travel to, in and around the site of the Program and Program Excursion. I am aware of and understand the risks and dangers of travel to, in and around the site of the Program and Program Excursion, including but not limited to the dangers to my own health and personal safety posed by the use of public transportation in and around the site of the Program and Program Excursion, and by civil unrest, political instability, terrorism, crime, violence, and disease in and around the site of the Program and Program Excursion. I acknowledge that in living and traveling in major international cities, I may experience increased crime, pollution, high population density, or standards of living and health standards that are not equivalent to life in the United States. I must take every precaution to safeguard my health and to protect my personal belongings from theft. I acknowledge that the College recommends that I never travel alone, particularly at night. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in or around the site of the Program and Program Excursion.

MEDICAL INSURANCE AND MEDICAL NEEDS

- 13. I understand that the College assumes no liability for any medical, hospital, other health care provider and/or related expenses incurred by me while on the Program and Program Excursion. By my signature below, I certify that my health insurance policy will adequately cover me while outside the United States and I absolve the College of all responsibility and liability for any injuries (including death), illnesses, claims, damages, charges, bills and/or expenses I may incur while I am in the Program and Program Excursion.
- 14. I understand and agree that Releasees do not have medical personnel available at the location of the Program and Program Excursion. If I am required to be hospitalized while in a foreign country or in the United States during this Program and Program Excursion, the College cannot and does not assume any legal responsibility for payment of such costs.
- 15. I am aware of my personal medical needs, am aware that the College cannot be and is not responsible for attending to any of my medical needs, and hereby assure the College of having consulted with a medical doctor with regard to any personal medical needs. I further hereby assure the College that I have assumed all such risks and responsibilities.

ACKNOWLEDGEMENTS

- 16. In signing this Agreement, I acknowledge and represent that I have fully informed myself of the content of the foregoing Waiver of Liability and Hold Harmless Agreement by reading it before I sign it, and understand that I sign this document as my own free act and deed; no oral representations, statement, or inducements, apart from the foregoing written statement, have been made. I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement; and that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same.
- 17. I further agree that this Agreement shall be construed in accordance with the laws of the State of New York. If any terms or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. Each party hereto expressly consents, with respect to any litigation arising out of or related to this Agreement, to the exclusive jurisdiction and venue of any court of competent jurisdiction located in Monroe County, New York and waives the right and hereby agrees not to assert by way of motion, as a defense or otherwise in any proceeding brought in any such court, any claim that it is not subject to the jurisdiction of such court, that such proceeding is brought in an inconvenient forum or that the venue of such proceeding is improper.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this ____ day of _____, 20__.

THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING.

PROGRAM PARTICIPANT
(Sign in the Presence of Notary Public)

NAZARETH COLLEGE OF ROCHESTER
PROGRAM DIRECTOR

(Signature)

(Signature)

(Printed Name)

(Printed Name and Title)

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of _____, 20____, _____
(Program Participant) known to me to be the individual described in and who executed the foregoing instrument, came to me personally and acknowledged to me that (s)he executed the same.

NOTARY PUBLIC

THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING.

CO-SIGNATURE OF PARENT OR GUARDIAN (REQUIRED IF STUDENT/PARTICIPANT IS UNDER THE AGE OF 18 AT THE TIME OF PARTICIPATION IN THE PROGRAM)

PARENT/GUARDIAN

PARENT/GUARDIAN

(Signature)

(Signature)

(Printed Name)

(Printed Name)

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this ____ day of _____, 20____, _____
(Parent/Guardian) known to me to be the individual described in and who executed the foregoing instrument, came to me personally and acknowledged to me that (s)he executed the same.

NOTARY PUBLIC

PERSON TO CONTACT IN CASE OF EMERGENCY

Name: _____

Address: _____

Home Phone: _____

Business Phone: _____

Relationship to Participant: _____