

STUDENT AND PARENT PARTICIPANT'S AGREEMENT
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Release is executed by _____ whose address is _____, hereinafter referred to as the "Participant"; and executed also by the parent(s) or guardian(s) of Participant, _____, whose relationship to Participant is _____ and whose address is _____; to the Trustees of Hobart and William Smith Colleges (The Colleges of the Seneca) in the City of Geneva in the State of New York, a New York State corporation with an office located in the Geneva, New York 14456.

1. I, the undersigned, am a student qualified for, accepted, and now attempting to complete enrollment in the program in (City) _____ (hereinafter referred to as the "Academic Program") during the (semester, year) _____ on location in the country of _____.

2. 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 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 Academic Program.

RELEASE

3. I understand that there are certain dangers, hazards, and risks inherent in international and domestic travel and the activities included in the Academic Program, 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 Center for Global Education cannot and does not assume responsibility for any such personal injuries or property damage. I hereby release, discharge and agree to hold harmless Hobart and William Smith Colleges, their trustees, agents, employees, representatives and volunteers, from any and all liability arising out of or in connection with my participation in the Academic Program. 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 Hobart and William Smith Colleges, their trustees, agents, employees, representatives and volunteers, because of a failure to pass any course or class or obtain any particular grades, 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 Academic Program and that results from any cause including but not limited to the passive or active negligence or other acts of Hobart and William Smith Colleges, their trustees, agents, employees, representatives and volunteers, other than fraud, willful misconduct, or a knowing violation of the law.

INDEMNIFICATION

4. 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 Hobart and William Smith Colleges, and each of their trustees, agents, employees, representatives and volunteers (hereinafter collectively referred to as the "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 Academic Program, save and except for claims or litigation arising from the willful misconduct of the Center for Global Education 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.

5. I am aware of the behavior that is expected of me while participating in this Academic Program. I am aware that, as a guest in a foreign country or at an off campus site, there is certain behavior that will be unacceptable and could lead to possible disruption of the Academic Program for such inappropriate behavior. I hereby assure the Center for Global Education that I will conduct myself in an appropriate manner at all times; and, in the event the Center for Global Education 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 agree 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 CENTER FOR GLOBAL EDUCATION

6. The Center for Global Education reserves the following rights and powers:
- a. The right to cancel without penalty the offering and continuation of the Academic Program.
 - b. The right to cancel the Academic Program or any aspect thereof after departure, requiring that all participants return to the United States if, in the Center for Global Education's sole discretion, it determines or believes that any person is or will be in danger if the Academic Program or any aspect thereof is continued.
 - c. The undersigned acknowledges the right of the Center for Global Education to withdraw any part of the Academic Program and to terminate, alter, delete, or modify the itinerary and/or Academic Program as deemed necessary by the Center for Global Education or by the Center for Global Education's course instructors and/or program directors. In the event a decision is made to terminate an Academic Program on site, for any reason, it is at the discretion of the Center for Global Education as to how the program will be completed.

NO ASSUMPTION OF LIABILITY

7. The undersigned acknowledges and understands that the Center for Global Education 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.

8. I understand and acknowledge that the Center for Global Education 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 Center for Global Education, 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 Center for Global Education'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 Center for Global Education will not be responsible for my hotel, transfers, meal costs or other expenses.

9. 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 Center for Global Education does not guarantee what, if any, assistance it can provide under such circumstances.

10. I acknowledge and understand that in the event I become detached from the Academic Program 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 Academic Program group at its next available destination; and I understand that I will bear all costs attendant to contacting and reaching the Academic Program 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

11. The Center for Global Education does not in any way warrant or make any representations as to the conditions or standards of my living arrangements or assure that different students on the Academic Program 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

12. The Center for Global Education, program directors and/or course instructors, have the authority to establish the rules necessary for the operation of the program. They have the sole discretion to decide that a student should be separated from the program because of a violation of such rules, for disruptive behavior, for conduct which could bring the program and/or Center for Global Education into disrepute, or for conduct which violates any policy or procedure of the student's college. The decision to so separate the student shall be final. I understand and agree that use or possession of narcotics, or any other illegal substance on the Academic Program is expressly prohibited. I understand that if I am required to leave the program, I may be referred to the appropriate Colleges officials for further disciplinary or other action. In such an event, 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.

EXCURSIONS, OUTINGS, OFF-HOURS AND BREAKS

13. I agree and acknowledge that the Center for Global Education cannot and shall not be held responsible for my safety needs or well-being during any period in which I am not directly participating in the Academic Program (including off hours and breaks). I further recognize that I do not have the right to use my own automobile or to provide my own transportation at any time during the Academic Program unless specifically indicated by the Center for Global Education.

14. I agree that while participating in Academic Program-sponsored excursions or outings (if any), if I wish to have family or friends participate, the Center for Global Education must give written permission and such family or friends must sign a separate Agreement provided by the Center for Global Education releasing and indemnifying the Center for Global Education from any and all injury or damages that may be sustained by such family or friends while participating in the activity.

ACKNOWLEDGEMENT OF INHERENTLY DANGEROUS ACTIVITIES AND ASSUMPTION OF RISK

15. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Academic Program, 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 Academic Program, 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 Academic Program or any adjunct to the Academic Program occurs or is being conducted.

16. I understand and hereby acknowledge that I have reviewed the U.S. Consular Information found at http://www.travel.state.gov/travel_warnings.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 Academic Program. (The Center for Global Education will make the information available upon request.) I am aware of and understand the risks and dangers of travel to, in and around the site of the Academic Program, 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 Academic Program, and by civil unrest, political instability, terrorism, crime, violence, and disease in and around the site of the Academic Program. 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. Students must take every precaution to safeguard their health and to protect their personal belongings from theft. I acknowledge that the Center for Global Education 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 Academic Program.

MEDICAL INSURANCE AND MEDICAL NEEDS

17. I understand that the Center for Global Education assumes no liability for any medical, hospital, other health care provider and/or related expenses incurred by me while on the Academic Program. I represent and warrant that I am and will be covered throughout the Academic Program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I may sustain or experience overseas, and more specifically in the country(ies) in which I will be living and/or traveling while on the Academic Program. By my signature below, I certify that my health insurance policy will adequately cover me while outside the United States and I absolve the Center for Global Education 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 Academic Program.

18. I understand and agree that Releasees do not have medical personnel available at the location of the Academic Program or on the campus. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this agreement. I understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. If I am required to be hospitalized while in a foreign country or in the United States during this Academic Program, the Center for Global Education cannot and does not assume any legal responsibility for payment of such costs.

19. I am aware of my personal medical needs, am aware that the Center for Global Education cannot be and is not responsible for attending to any of my medical needs, and hereby assure the Center for Global Education of having consulted with a medical doctor with regard to any personal medical needs. I further hereby assure the Center for Global Education that I have assumed all such risks and responsibilities. I agree to report to the Center for Global Education any physical or mental condition I have which may require special medical attention or accommodation during the Academic Program at least 30 days prior to departure.

FINANCIAL OBLIGATIONS

20. I understand that if I incur and fail to pay any financial obligations associated with the Academic Program, including but not limited to damages to living or educational accommodations, unpaid fees for travel, contractor services, etc., such failure may cause my grades and records to be withheld until I satisfy such financial obligations.

MISCELLANEOUS

21. 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.

22. 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. Any action in regard to this Agreement or arising out of its terms and conditions shall be instituted before the New York State Supreme Court.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this ____ day of _____, 200__.

THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING. ALL SIGNATURES MUST BE NOTARIZED.

STUDENT/PARTICIPANT

THE TRUSTEES OF HOBART AND
WILLIAM SMITH COLLEGES

(Signature)

(Signature)

(Printed Name)

By: Thomas J. D'Agostino
Director, Center for Global Education
(Printed Name and Title)

CO-SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED

PARENT/GUARDIAN

PARENT/GUARDIAN

(Signature)

(Signature)

(Printed Name)

(Printed Name)

STATE OF _____)
COUNTY OF _____) Ss:

On this ____ day of _____, 200____, _____

(Student/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

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of _____, 200____, _____

(**“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

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of _____, 200____, _____

(**“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

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

On this ____ day of _____, 200____, before me personally came THOMAS J. D’AGOSTINO known to me, who, being duly sworn, deposed and said that he resides at 272 STILL MEADOW DRIVE, in MACEDON, New York; that he is the DIRECTOR OF THE CENTER FOR GLOBAL EDUCATION of Hobart and William Smith Colleges in the Town of Geneva in the State of New York, the corporation described in and which executed the above instrument; that he knows the seal of the corporation; that the seal affixed to this instrument is such corporate seal; that it was affixed by order of the corporation’s Board of Trustees; and that he signed his name thereto by like order.

NOTARY PUBLIC

PERSON TO CONTACT IN CASE OF EMERGENCY

Name: _____

Address: _____

Home Phone: _____

Business Phone: _____

Relationship to Participant: _____

This original form must be signed, notarized and returned to the Center for Global Education by August 1 for Spring programs and April 1 for Fall programs. Keep a copy for your records. Receipt of this form by our office is required for your participation in the Program.

(Rev. 4/26/07)