



## Agreement and Release of Liability READ BEFORE SIGNING

Program (Name and Location): \_\_\_\_\_

Date(s) of Program: \_\_\_\_\_

In consideration of my participation in the Program described above, I agree as follows:

1. **Assumption of Risk.** I understand and acknowledge that my participation in the Program identified above is entirely voluntary and may involve serious risk, including but not limited to risk of property damage, bodily injury, permanent disability, paralysis and death. These risks may result from the participation in the Program, the acts of others, or the unavailability of emergency medical care or immediate staff response. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation in the Program.
2. **Housing.** I understand that under some circumstances, I may opt to stay with a host family (“Host Family”) while participating in the Program. In other circumstances, I may choose to live in an apartment, hotel, dormitory, or other type of residence owned or operated by another third party (“Landlord”) while participating in the Program. I understand that the University has not investigated nor undertaken any responsibility to investigate a Host Family or Landlord who may provide housing to individuals who participate in the Program, and that it is my responsibility to do so if I so choose.
3. **Certification.** I am in good physical and mental health and do not have any physical or mental conditions that could affect my ability to participate in the Program. I am aware that the University does not provide on call medical personnel during the Program.
4. **Compliance with Laws, Policies and Rules.** I understand that it is my responsibility to comply with any and all applicable laws and regulations of the jurisdiction in which the Program will take place. I also agree to comply with all applicable University policies and procedures, including but not limited to those that apply to my participation in the Program, as well as any rules required by the Host Family, the Landlord, or Program personnel. I understand that permission to participate in the Program may be suspended, revoked or denied by the University in its sole and complete discretion. I understand that my failure to comply with such laws, policies and rules could result in my dismissal from the Program, my return home at my expense, and ineligibility for any refund of the Program fees.
4. **Release.** I (for myself, my parents, legal guardians, heirs, executors, administrators and assigns) hereby release, indemnify and hold harmless the University, its trustees, employees, agents and volunteers, as well as any Host Family or Landlord (collectively “Releasees”) from and against any claims and liability whatsoever for any property damage, property loss, property theft, personal injury, death, claim, or any damage of any kind whatsoever, whether arising from the alleged negligence of the Releasees or otherwise, which may arise out of or relate in any way to my participation in the Program or my housing arrangements, to the maximum extent permitted by applicable law. I agree to be solely responsible for any medical, health or personal injury costs relating to my participation in the Program.
5. **No Assumption of Responsibility by University.** I understand that the University does not assume responsibility for any loss, injury or damage to person or property in connection with my participation in the Program. I understand that neither the University, the Host Family nor the Landlord will be responsible in any way for damage or loss to my personal property or for damage to property or person caused by me during my participation in the Program. I agree to be solely responsible for such loss or damage.
6. **Non-Program Activities.** I agree that neither the University, the Host Family, nor the Landlord shall be responsible in any way to or for me while I am absent from any Program activities or while I am participating in activities that are not part of the Program. I also agree that neither the University, the Host Family, nor the Landlord shall be responsible to or for me during any periods of time in advance of the commencement of the Program or following the conclusion of the Program.

7. **Consent to Medical Treatment.** I hereby consent to medical treatment in a medical emergency where I am unable at the time to consent to such treatment. If I become ill or incapacitated, the University, the Host Family and/or the Landlord may take any action deemed necessary for my safety and well-being, including securing medical treatment at my expense and/or transporting me home at my expense.
8. **Insurance.** I have adequate health insurance necessary to provide for and pay any medical costs that may be incurred as a result of any injury arising out of or related to my participation in the Program. To the extent such expenses are not covered by insurance, I agree to be solely responsible for any medical expenses or medical transport expense incurred in connection with my participation in the Program. I agree that neither the University, the Host Family, nor the Landlord shall be responsible for any medical expenses incurred by me while participating in the Program. If I have any questions regarding medical insurance that might be available to me through the University as a result of my participation in the Program, it is my responsibility to contact the Program administrator.
9. **Changes to or Cancellation of Program.** I understand that the University has the sole and complete discretion to change the times and location of the Program and courses or activities offered as part of the Program, and that I will not receive a refund or any other consideration if such changes occur. I also understand that the University may cancel the Program or any courses or activities offered as part of the Program at any time and for any reason, and that if the University does so, I will not be entitled to any compensation or damages other than a full or partial refund of program tuition and fees, as determined by the University based upon the circumstances and the date of the cancellation.
10. **Withdrawal from Program.** I understand that if I wish to withdraw from or cancel my participation in the Program, I must do so in writing to the University's Ahlers Center for International Business. I understand that the University has a published withdrawal and refund policy and that I may forfeit some or all of my deposit, housing fee, or other fees according to such policy.
11. **Changes to Fees.** The University has the sole and complete discretion to make changes to the published housing arrangements (including, e.g. changing roommates or facilities) and adjust its published fees when the dollar fluctuates in value, and that I will not be entitled to any refund or other consideration if such changes occur.
12. **Travel Documentation.** I understand that it is my responsibility to obtain and bring with me any necessary travel documentation (passport, visa, inoculations, or other required documents) required in connection with my participation in the Program.
13. **Photograph Consent.** I agree that the University may use my likeness, comments or statements for educational, academic, publicity or advertising purposes in any materials (whether in electronic or hard copy format) published or produced by the University.
14. **Miscellaneous.** The laws of the state of California shall govern the validity, construction and enforceability of this Agreement and Release of Liability ("Release"), without giving effect to its conflict of law principles. The venue for any dispute relating in any way to this Release shall be in San Diego, California. If any clause or provision of this Release is held to be illegal, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions or parts thereof which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Release are severable.

**I HAVE CAREFULLY READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS RELEASE HAVE BEEN MADE.**

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Name (Printed)

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Date

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Signature