



AGREEMENT AND RELEASE

USD International Studies Abroad Program

I, the undersigned (the "Participant"), am an applicant for an educational study abroad program or other program outside the United States including but not limited to experiential learning/volunteer programs (the "Program") arranged by the University of San Diego (hereinafter the University of San Diego, its officers, teachers, directors and employees are collectively referred to as "USD"). Under some circumstances, I may opt to stay with a host family (the "Host Family") while I am abroad. Under other circumstances, I may choose to live in a hotel or other type of residence. I understand that, as a condition of permitting me to attend the program, USD requires me to agree to the following:

1. **Personal Property.** I understand that neither USD nor the Program, nor the Host Family, nor the landlord, is responsible for my personal property. I understand that I am solely responsible for any lost, damaged or stolen property.

2. **Insurance.** I understand that USD does not provide health, liability, property or other insurance for me.

a. I understand that neither USD, nor the Program, nor the Host Family, nor the landlord, if applicable, is responsible for any medical expenses incurred by me while participating in the Program. I understand that I am required to obtain medical insurance coverage for the term of my participation in the Program, and that I will be required to show proof of medical insurance in order to participate in the Program.

b. I understand that personal insurance is made available to me and I acknowledge receipt of information pertaining to the personal insurance.

c. I understand that neither USD, nor the Program, nor the Host Family, nor the landlord, if applicable, is responsible for any property damaged or destroyed by me or for any liability which results from my activities while participating in the Program. I am responsible for any damage or destruction of property or any injury to any person which I inflict or cause while participating in the Program.

3. **Release of Liability.** I hereby release USD, the Program, the Host Family, and the landlord, if applicable, and each of them from, and agree not to sue, such persons and entities for any claims that I may have arising from, or in connection with, any physical, emotional or mental injury or property damage that I may suffer for any cause whatsoever, including without limitation such injury or damage resulting from the Program, acts of God, strikes, government regulations and restrictions, terrorist activities, delays, weather, or the acts, omissions or errors of any other agents of USD. I understand that neither USD, nor the Program has undertaken any duty to investigate the Host Family as a condition to participate in the Program, and I thereby release USD and the Program from, and agree not to sue USD or the Program for, any claims that I may have arising from, or in connection with, any physical, emotional, or mental injury or property damage that I may suffer for any cause whatsoever arising out of or resulting from the acts or omissions of my Host Family, if applicable, or any member of my Host Family. I hereby agree that the release of claims set forth in this paragraph shall apply to claims that have not yet accrued based on potentially unforeseeable future events and circumstances, and I hereby waive the provisions of, and relinquish any rights under, California Civil Code Section 1542 which states: "*A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.*"

4. **Unsupervised Activities.** I understand that USD, the Program, the Host Family, or the landlord, shall have no responsibility to or for me when I am absent from activities in the Program, while I am enrolled in the Program, such as to visit friends or relatives. Some programs may not accept early arrival, and housing accommodations are contracted for the duration of the Program only. Neither USD, nor the Program, nor the Host Family, nor the landlord, if applicable, assume responsibility for me during stay-ahead or stay-behind periods.

5. **Rules and Directions.** I understand, am familiar with and agree to abide by USD rules upon acceptance to the Program. I also agree to abide by the rules and directions of my Program, my Host Family, if applicable, or other residence, or USD personnel during my participation in the Program. I understand that failure to do so may result in USD or the Program terminating my participation in the Program. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Program fee, and that I may then be sent home at my own expense.

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6. Medical Authorization/Illness. I understand that neither USD, nor the Program, nor the Host Family, nor the landlord, if applicable, can be held responsible for my health, safety, or well-being during the Program. If I become ill or incapacitated, USD, the Program, the Host Family, or the landlord, if applicable, may take any action deemed necessary for my safety and well-being, including securing medical treatment, at my own expense and transporting me home at my own expense. I understand that the quality of medical care in a foreign country may differ from the quality of medical care available in the United States, and I knowingly and voluntarily assume all risks associated with this fact. I understand and agree that any physician, dentist, or other health care professional to whom USD or my Host Family may refer me for medical emergencies or other treatment is not an agent of USD or my Host Family. I understand and agree that neither USD nor my Host Family shall be liable in any way for any error, act, or omission of any physician, dentist, or other health care professional, hospital, or other medical facility that may evaluate, diagnose, or treat me during the Program.

7. Indemnification. I hereby agree to defend, save, indemnify and keep harmless USD against any and all liability, claims, judgments, or demands for financial liability or obligation, property damage and/or bodily injury which I incur, or to others which I cause, except claims or litigation arising through the sole negligence or willful misconduct of USD.

8. Changes to Program. I understand that USD and the Program have the right to make changes in my Program itineraries and departure dates. The Program has the right to modify possible group transportation arrangements, including the use of substitute airlines.

9. Changes to Housing and Miscellaneous Fees. I understand that USD and the Program have the right to adjust its published fees when the dollar fluctuates in value.

10. Travel Documentation. I understand that it is my responsibility to secure travel documents (passport, visa, inoculations and other aspects of international travel) if required.

11. Photograph Consent. I understand that any likeness taken of me while participating in the Program and any comments or statements I make related to the Program may be used by USD in future materials published by USD with no compensation payable to me.

12. Effective Date. I understand and agree that this AGREEMENT AND RELEASE shall be effective upon receipt of this waiver by USD and my acceptance by USD as a participant in the Program.

13. Cancellation. I understand that USD may cancel my Program and that the Program may cancel any course associated therewith at any time and for any reason. I understand that if I wish to cancel my reservation in the Program, I must do so in writing to the director of my Program at USD on or before the date designated by USD as the last date for cancellation. I understand that each of the Programs covered by the Agreement also sets its own withdrawal and refund policy, and that I may forfeit my confirmation deposit, housing fee, or other fees according to each policy.

14. Limitation of Liability. Notwithstanding the releases provided in this AGREEMENT AND RELEASE, in the event USD is held liable for any reason in connection with my participation in the Program, I understand and agree that USD's liability to me shall not exceed USD's insurance coverage.

15. Entire Agreement. I understand that this Agreement constitutes the entire agreement between USD and me with reference to the subject matter referenced to herein. This agreement may be amended or modified only in writing.

16. Governing Law/Arbitration. I understand that this Agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of California. Any and all claims or disputes between me and USD arising out of or relating to this AGREEMENT AND RELEASE shall be submitted to binding arbitration before the American Arbitration Association, San Diego Office, according to the rules then in effect.

17. Read and Understand. I understand that my signature below certifies that I have read fully this AGREEMENT AND RELEASE and agree to be bound by all terms and conditions stated herein.

I acknowledge that I have carefully read this agreement and fully understand its contents. I acknowledge that I am voluntarily executing this agreement of my own free will. After having the opportunity to consult with legal counsel of my own choosing, I understand that this release means I am giving up, among other things, rights to sue USD and its Releasees for injuries, damages, or losses I might incur. I also understand that this release binds my heirs, executors, administrators, and assigns, as well as myself. I further acknowledge and understand that this agreement will absolve the University of San Diego and its Releasees from any liability in connection with any injury or harm suffered as a result of my participation in the above referenced activity. I acknowledge that I have been made aware of any and all risks of participation in this activity.

THIS IS A RELEASE OF LEGAL RIGHTS; READ BEFORE SIGNING.

Participant Name (please print): _____

Participant Signature: _____

Date: _____

(Students are required to submit this entire document – signed – to the Trans-Border Institute and are advised to make a copy for their files prior to submission.)