

Claremont McKenna College
Center for Global Education – Global Programs
Assumption of Risk, General Release, and Indemnity Agreement

This contract affects your legal rights. Read it carefully before signing it. Before signing, you may, at your own expense, review the terms of this contract with an attorney of your choosing. Please contact the Center for Global Education at (909) 621-8267 should you have any questions.

In this contract, the term “College” means Claremont McKenna College, a California non-profit corporation located in Claremont, California, along with its trustees, officers, agents, staff, employees, successors, assigns, and legal representatives.

I, _____ (full name) wish to participate in _____, (Program Sponsor & Site name) a Global Program, as a student of the College (“Program”).

ASSUMPTION OF RISK

I acknowledge that I have voluntarily chosen to participate in the above-referenced Program and that participation in that Program is not a mandatory requirement of my course of study at the College. I understand that the Program will be conducted in _____ (Country of Program Site). I also understand and agree that the College has not made, does not make, and cannot make any representations whatsoever regarding the suitability of the Program for my participation, or regarding my personal safety or that of my property, while I am participating in the Program. I understand and acknowledge my duty to educate myself regarding the risks that this Program presents.

PROGRAM RISKS DURING COVID-19 PANDEMIC

I acknowledge and understand that the World Health Organization (WHO) has declared coronavirus disease 2019 (COVID-19) to be a pandemic, that the College does not guarantee my safety during my Program, and has not required that I engage in this travel. I affirm that I have read and understand the United States Department of State (DOS) Travel Advisory and the Centers for Disease Control and Prevention (CDC) Travel Health Notice for my destination(s). Despite these advisories, I have voluntarily decided to participate in a Program during the spring 2021 semester at my own risk and responsibility.

I understand and agree that the College has not made, does not make, and cannot make any representations whatsoever regarding the suitability of the Program for my participation, or regarding my personal safety or that of my property, while I am participating in the Program. I understand and acknowledge my duty to educate myself regarding the risks that this Program presents, including but not limited to:

- Unforeseen travel restrictions/bans/lockdowns in my destination(s) (including air travel restrictions) and any countries I may travel through at any point during my Program (including countries in which I have a layover). I understand that the College discourages independent travel during weekends or academic breaks given the unpredictability of new travel restrictions.

- Increased risk of transmission of COVID-19 and other diseases.
- Changing health and safety guidance from the WHO, DOS, CDC, host program/university abroad, local government/health authority, and that I will be required to stay abreast of and to adhere to those changes, including testing, quarantine, and isolation protocols that are different than those in the United States. I understand that my failure to follow these laws or guidelines may result in my early termination from my Program and that the College may have limited or no ability to assist me if I fail to adhere to destination laws and/or guidelines.
- A requirement to leave my destination(s) immediately imposed by the host program/university, local government/health authority, or the College due to the status of the COVID-19 pandemic. I will be responsible for all expenses occurred as a result of an early termination of the Program. I understand the College will not be responsible for such expenses and that the supplemental travel insurance provided by the College does not cover evacuation or other accommodations specifically pandemic-related.
- For early terminated Programs after the College's course add deadline, the possibility that I will, contingent upon my Program policies, need to complete my global program courses remotely – if the Program provides that option - and will not be able to enroll in classes at the College.
- A requirement to quarantine upon my return to the United States (or my country of residence) and/or to the College campus.

PROGRAM RISKS IN TRAVELING TO A COUNTRY WITH A LEVEL 3 TRAVEL ADVISORY

- Applicable only for student traveling to a country designated by the U.S. Department of State to have a Level Three (3) Travel Advisory.

I understand that I have voluntarily and on my own initiative elected to study abroad, conduct research, participate in an internship or experience, or otherwise travel in a destination for which the U.S. Department of State has issued a Level 3 Travel Advisory recommending U.S. Citizens not to travel to this region. I take full responsibility for travel to this destination and for educating myself to the risks involved in travel to, and within, and returning from this destination. Any references to the College's permission to, and approval of, travel to this country or destination means only that the College has agreed to give me credit for courses I satisfactorily complete or funding for work, research, or experiences for which I have received documented approval and may partake in _____ (city/country).

I hereby acknowledge that I have read and understand the U.S. Department of State Level 3 Travel Advisory regarding travel to and in _____ (city/country) by United States Citizens dated _____ (date of travel advisory level) and that, in spite of such warning, I have made the decision to travel or study at _____ (program or sponsor) in _____ (city), _____ (country).

I also acknowledge that I am aware of the risks involved associated with foreign travel, that the U.S.

Department of State considers these risks to be high and that travel in _____ (*country*) may expose me to significant risks, including, but not limited to, terrorism, war, kidnapping, detention by a foreign government, serious bodily injury including loss of limbs, sight, hearing, infection, and the ability to care for myself, death, property damage and other risks that may not be foreseeable. I understand that the College is not responsible for my health, safety, or security while in, and while traveling to and from, _____ (*city/country*) and I assume full responsibility for all risks associated with my study and travel in _____ (*city/country*).

As consideration for the benefits I am to receive from participating in the above-referenced Program as a student of the College and in consideration for taking part in that Program, I acknowledge and agree that I assume all risks associated with the program. I am voluntarily participating in this activity with the knowledge of the risks involved and I hereby agree to accept any and all risk of injury, death, and/or property damage whether foreseen or unforeseen, known or unknown. I understand that the risks may include but are not limited to:

(1) injuries or death sustained while traveling to, from, and around the location of the program; (2) injuries or death sustained while participating in any form of athletic or recreational activities associated with the Program; (3) war, insurrection, rebellion and riot; (4) unfamiliarity with local laws, culture, or customs; (5) safe transportation due to poor roads and/or traffic conditions; (6) exposure to sickness, disease, and allergic reaction; (7) unavailability or sporadic availability of adequate medical/mental health assistance and health care facilities; (8) difficulty in passing through customs; (9) terrorism and terrorist acts; (10) natural disasters; (11) immediate or effective communication with others in an emergency or crisis

FULL AND GENERAL RELEASE – AGREEMENT NOT TO SUE

As consideration for being permitted by the College to participate in the above-referenced Program, I release the college from any and all claims related to any loss, injury or damage that may be sustained by me, including loss of life, personal injury or property damage, whether caused by the negligence of the college or otherwise, or by my negligence in combination with that of the College while I am participating in the Program.

I agree that neither i nor my legal representatives, including my family, spouse, heirs, assigns and personal representative, will sue, make a claim against, or attach the property of the college for any injury or damage to my person or property arising out of the negligence of the college or otherwise, or arising out of my negligence in combination with that of the College while I am participating in the above-referenced Program.

Notwithstanding the foregoing release, nothing in this contract shall be interpreted to release the College from liability for any acts or omissions by the College, which constitute gross negligence, willful and intentional wrongdoing, or criminal conduct.

I understand and agree that, except as excluded in the preceding paragraph, this release extends to all claims and demands referred to in this contract, of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and that I expressly waive all rights under Section 1542 of the Civil Code of California. Section 1542 of the Civil Code provides as follows: “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.”

INDEMNITY

I will reimburse the College for any costs it incurs on my behalf because of my participation in the above-referenced Program. I agree to indemnify and hold the college harmless for any injuries, losses, damages, liabilities, claims, causes of action, penalties, judgments, costs and expenses (including reasonable attorneys’ fees) which arise as a result of my negligent or intentional act or omission while I am participating in the above- referenced Program.

ADDITIONAL PROVISIONS

I understand and agree that the College does not stand *in loco parentis* (i.e., in place of my parent or parents) for purposes of the above-referenced Program. If I am under the age of eighteen (18) years at the time I sign this release, my parent(s) or legal guardian(s) must also execute this release.

Should any portion or clause of this release be found or declared by a court of competent jurisdiction to be unenforceable, unconstitutional, or otherwise invalid, such finding shall not affect the enforceability or validity of the remainder, and the unenforceable portion shall be severed from this document without affecting the validity of the remainder.

I understand that should I decide to return home before the end of the semester or approved Program end-date, for any reason except for Program cancellation, there is no guarantee that I will receive credit for the partial semester or timeframe nor a refund of fees paid for study abroad or international travel. Indeed, I understand that I may be required to reimburse the College for any funds received for the period of time in which I am no longer in country.

This release shall be governed and controlled by the laws of the State of California, and jurisdiction as to all matters under this release shall be vested solely in the Superior Court of Los Angeles County or the United States District Court in said county.

I have carefully read this *assumption of risk, general release, and indemnity agreement*. I understand that this is a release of liability whereby I give up my right to sue the college (except for acts of gross negligence, willful wrongdoing, or criminal acts), including my right to sue the college on a no-fault basis. I further agree to indemnify (reimburse) the college for damages as a result of my negligent or intentional act or omission while I am participating in the above- referenced program. It is my intent to assume all risks and to waive and give up my rights to sue. I do so knowingly and voluntarily.

SIGNED: _____ DATE: _____

PRINTED NAME: _____

DATE OF BIRTH: _____

If a minor, parent or guardian must sign below.

PARENT OR GUARDIAN SIGNATURE _____

PRINTED NAME: _____ DATE: _____

If travel involves a destination to a country with a Level 3 Travel Advisory, parent or guardian must sign below.

PARENT OR GUARDIAN SIGNATURE _____

PRINTED NAME: _____ DATE: _____