

Assumption of Risk and Release Form
Builders Abroad
Southwestern College

This is a release of legal rights ---read and understand before signing.

Name of Applicant (Please print): _____

Date of Birth: _____

(If applicant is under 18 years of age, a parent or legal guardian must also read and sign this form.)

The Program:

Course: _____ Term: _____ 20____

Trip Location(s): _____

From: _____ Until: _____

I hereby agree as follows:

1. **Risks of Travel Abroad.** I understand that participation in the Southwestern College Builders Abroad Program specified above ("the Program") involves risk not found in study at Southwestern College ("the College"). These include risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions; food and water contaminations; earthquake and volcanic activity. I have made my own investigation and am willing to accept these risks.

I hereby acknowledge my awareness that my participation in the Program may expose me to risk of property damage and bodily or personal injury, including death. I understand that the risks I may encounter include airplane crashes, motor vehicle accidents, terrorist incidents, drowning, animal attacks, cuts, bruises, sunburn, broken bones, political unrest, strikes, sickness, and criminal acts as well as other risks that may not be foreseeable. I hereby assume any and all such risks.

I hereby acknowledge my awareness that there may be several inherently dangerous activities planned in the Program. Some examples include horseback riding, climbing, snorkeling, and whitewater rafting. I understand that these activities are optional and that my participation is voluntary. I have made my own investigations into the risks involved in these activities and am willing to accept these risks.

2. **Institutional Arrangements.** I understand that the College does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that obtaining a passport and visa (if necessary) are my sole and absolute responsibility. I understand that the College is not responsible for matters that are beyond its control. I hereby release the College from any injury, loss, damage, accident, delay or expense arising out of any such matters.
3. **Independent Activity.** I understand that the College is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any college-sponsored activities.
4. **Health and Safety.**
 - A. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems, which preclude or restrict my participation in this Program.
 - B. I acknowledge that the College does not provide health and accident insurance for Program participants. I agree to purchase health and accident insurance at recommended coverage levels prior to participation in the Program.
 - C. I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that the College is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during the Program, the College is not responsible for the costs or quality of such treatment or care.
 - D. Southwestern College may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release the College from any liability for any actions.
 - E. I acknowledge receiving the *Health Planning for International Travel* form and the *Travel Risks* form from the Program. I acknowledge that I have read and understand the information contained in these forms.
5. **Standards for Conduct.**
 - A. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior, which violates those laws or standards, could harm the College's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.

- B. I also will comply with the College's rules, standards, and instructions for student behavior. I waive and release all claims against the College that arise at a time when I am not under the direct supervision of the College or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.
 - C. I agree that the College has the right to enforce the standards of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the College, the Program, or other participants. I recognize that due to the circumstances of foreign travel programs, procedures for notice, hearing and appeal applicable to student disciplinary procedures at the College do not apply. If I am expelled, I consent to being sent home at my own expense with no refund of fees.
 - D. I will attend to any legal problems I encounter with any foreign nationals or government of the host country. The College is not responsible for providing any assistance under such circumstances.
6. **Program Changes.** The College has the right to make cancellations, substitutions, or changes in case of emergency or changed conditions or in the interest of the Program. I understand the College's fees and program charges are based on current airfares, lodging rates and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.
7. **Assumption of Risk and Release of Claims.** Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release and indemnify the College and their officers, employees and agents, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including periods in transit to or from any country where the Program is being conducted).

I have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt of my application by the College and shall be governed by the laws of the state of Kansas, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

I understand that participation in the Program is not a requirement at the College and I acknowledge that I am voluntarily participating in the Program. I hereby waive and release all claims against the College, its officers, employees, and agents.

Signature of Applicant

Date

I am the parent or legal guardian of the above Applicant, have read the foregoing Release Form (including such parts as may subject me to personal financial responsibility), am and will be legally responsible for the obligations and acts of the Applicant as described in this Release Form, and agree, for myself and for the Applicant, to be bound by its terms.

Signature of Parent/Guardian

Date