

## USF STUDY ABROAD PROGRAMS

### **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ (“Participant”), a student at the University of San Francisco (“USF”) hereby acknowledge that I have voluntarily elected to participate in a Study Abroad program (“Program”), through/at \_\_\_\_\_

(host institution/agency, city, country)

during \_\_\_\_\_

(academic terms, dates)

In consideration for being permitted to participate in the Program, I hereby acknowledge and agree to the following:

**ELECTIVE PARTICIPATION:** I acknowledge that my participation is elective and that the Program is neither controlled, managed, nor directed by USF.

**RULES AND REQUIREMENTS:** I agree to abide by all rules and requirements of the Program.

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Program I have selected including, but not limited to, arrangements for payment, travel, itinerary, logistics, cancellation, and academic content/credit. I understand that as a Participant in the Program I may sustain serious personal injuries, illness, property damage, or even death as a consequence of the actions, inactions or negligence of others, travel, weather conditions, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the University of San Francisco, its directors, officers, employees and agents (hereinafter referred to as “Releasees”) for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my participation in the Program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from the Program; local travel at the Program site; consumption of food; weather conditions; language barriers; differing social cultures and national laws; contagious diseases; criminal activities; terrorist activities; negligent first aid operations or procedures; negligent or willful acts of other participants; and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES,** and assume full responsibility for my participation in the Program.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER OR NOT THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**CHOICE OF LAW/SEVERABILITY:** I hereby agree that this Agreement shall be construed in accordance with the law of State of California and that this Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

**HEALTH/SAFETY:** I am aware of all applicable personal medical needs, and I am unaware of any health-related reasons or problems which preclude or restrict my participation in the Program. 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 understand and agree that USF is not obligated to attend to any of my medical or medication needs during the Program, and I assume all risk and responsibility therefore. If during the Program I require medical treatment or hospital care, in a foreign country or in the United States, USF is not responsible for the costs or quality of such treatment or care. **I agree that USF may, but is not obligated to, take any actions it considers necessary under the circumstances regarding my health and safety. I further agree to pay all expenses relating thereto and release USF from any liability for any actions it may take.**

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND AND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date