MAINE

Office of International Programs

5727 Estabrooke Hall, Room 240 Orono, ME 04469-5727 Tel. (207) 581-1509 Fax. (207) 581-2920 studyabroad@maine.edu

RELEASE AND ASSUMPTION OF RISK International Study

I, (Name of Student)	with MaineStreet ID #,
of (Address)	,
a student from the University of Maine	e, being of legal age (having been born on),
acknowledge, declare and agree as followed	lows:
1 That I have real and wile a real days	4: :4- :4l (
	articipate in the (name of study abroad program) in (location)
from, 20, to	in (location), 20, and in consideration of being
permitted to participate in this program	n, do voluntarily execute this "Release and Assumption of ad next-of-kin, my personal representatives and my estate.
course work that has been discussed w	dy, which is elective and optional to me, will consist of with, and approved by the academic advisor in my major and living abroad from approximately, 20
the "University") have apprised me that participants in such programs, living it involved, and that I personally recognituderstand that the University is not a responsibility for all harm and injury, which I may suffer, and for all damage am participating in this program and discountry)	m and the University of Maine (hereinafter referred to as at there may be dangers and hazards inherent to a foreign countries and because of the extensive travel ize and appreciate that such dangers and hazards exist. I guardian of my safety, and I accept and assume full of every nature including death, which may occur to me or es or loss to any personal property owned by me, while I uring all travel and transportation to and from (city, or any other location, and in
furtherance thereof I agree to indemnif	ty and hold harmless the University, its Trustees, faculty,
	st any and all claims, demands, actions or causes of action,
	ersonal property, my personal injury, or death, which may
•	om my participation in this program, and not as a direct ersity, its Trustees, faculty, employees or agents.
result of any negligent act of the Only	ersity, its frustees, faculty, chiployees of agents.

Release and Assumption of Risk Page 2

- 4. I declare that I am able to physically withstand and cope with the indicated rigors of this program, with or without an accommodation. If an accommodation is needed, I will contact the host location coordinator.
- 5. I acknowledge the following Medical Release: In traveling abroad, it may be difficult or impossible to secure medical care or consent thereto in a timely manner. Therefore, I authorize ______ and/or his/her designee to authorize any and all medical treatment deemed necessary in the event of my injury or illness. I acknowledge that I will be responsible for the payment of all fees, charges and other monetary items related to such treatment and/or care. I represent that I have obtained all health, accident and/or repatriation insurance I deem necessary. I further agree that I am responsible for my own medical needs during the program, that I will hold and appropriately use any over-the-counter or prescription drugs I may hold, purchase or otherwise deem necessary during the trip or activity. I acknowledge that the University, and the sponsors or directors of the Program, are not responsible for my medical needs or any medical treatments of any kind.
- 6. I understand and agree that all students are subject to the University's and Program policies and rules, including, but not limited to, the University of Maine System Student Code of Conduct, and the laws, rules and regulations of the jurisdiction in which the Program is conducted. In the event of violation of any of the foregoing, or any other behavior which is detrimental to myself, other students, other persons, or to the Program, the Director of the Program (or designee) shall have the right to dismiss me from the Program and related activities. Neither the University nor the Program is responsible for the defense of a participant accused of violation of the laws, regulations, rules or customs of the jurisdiction in which the Program is conducted, or for the payment of any bail, fines or other penalties resulting from such violations. If I am dismissed from the Program, I will bear all responsibility and costs incurred to return home and will receive no refund.
- 7. I understand I will be provided with an itinerary and orientation materials by the Program. I agree to carefully read those materials and attend any orientation sessions scheduled by the Program.
- 8. I understand that the University and the Program reserve the right to make cancellations, changes or substitutions to the Program at any time and for any reason, with or without notice, and that the University shall not be liable for any loss whatsoever to Program participants as a result of such changes. Should the Program be canceled or changed, refunds, if appropriate, will be made in accordance with University and Program policies, unless the cancellation or change is due to political, natural, technological or other events beyond the University=s and/or the Program=s control in which case only uncommitted and recoverable funds will be reimbursed to the participants.
- 9. I understand that the manufacture, distribution, possession, use or sale of controlled substances is defined by State and Federal law, or the laws of the jurisdiction in which the Program is

conducted, and as such, is prohibited during travel, study and any Program activities. Participant understands that he or she will be directly subject to the laws and legal procedures as applied to the use, possession and distribution of illegal drugs as enforced by local authorities.

- 10. I understand that the University in no way represents, or acts as agent for any Host Institution, transportation carriers, hotels, and other suppliers of services or facilities connected with the Program. I further understand and agree that the University, its governing board, officers, administrators, employees, and agents are:
 - A. Not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of any Host Institution, or any company, institution or person engaged in providing facilities or performing any of the services involved in the Program;
 - B. Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; and
 - C. Not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.
- 11. I acknowledge and agree to accept all responsibility for loss or additional expenses due to sickness, weather, strikes, or other unforeseen causes. I acknowledge and understand that the University assumes no liability whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings, and that I have retained adequate insurance or have sufficient funds to replace such belonging and will hold the University harmless therefrom.
- 12. At all times during my travel with the Program, I agree to be in possession of a valid United States of America passport, or, if not a U.S. citizen, a valid foreign passport or official travel document, and any visas or other immigration documents required for entry into a foreign country and re-entry into the United States. In the event that I am prevented from traveling with the group at any time due to my failure to be in possession of all necessary documents, I understand that I shall bear responsibility for all costs incurred to seek out, contact and reach the group, obtain accommodations during periods of delayed departure from any location, or return home.
- 13. I understand that activities or independent travel conducted when I have free time before, during or after the Program, shall be unsupervised by the University, its agents or employees. I agree the University, is agents and employees shall bear no responsibility or liability for any injury, damage or loss suffered by me during such periods of independent activity or travel, and this Release shall remain in full force and effect during such times.
- 14. I agree that in the event I become detached from the group or am unable to remain with the group for any reason not within the control of the University, I will bear all responsibility and costs incurred to seek out, contact and reach the group at its next available destination, or return home.

15. I understand that if I voluntarily leave the Program for any reason, including, but not limited to, illness, I will be responsible for any and all costs associated with my return home and that there will only be a refund, if appropriate, in accordance with University and Program policies.
16. I request that this "Release and Assumption of Risk" be construed and interpreted pursuant to the laws of the State of Maine, and if any portion thereof is held invalid, I request the remainder continue in full force and effect.
I declare that I completely understand and have fully informed myself of the terms and conditions of this "Release and Assumption of Risk" by having read it, or having it read to me, before signing.

Date

Signature