

## **Education Abroad Program Agreement Assumption of Risk, Waiver of Liability and Indemnification**

I have agreed to participate in an Education Abroad Program (“the Program”) through Ivy Tech Community College. I understand and hereby acknowledge that my participation in the Program is wholly voluntary. Ivy Tech Community College has agreed to let me participate in the program and I, in turn, agree to the following:

1) **Risks of Education Abroad.** I understand that participation in the Program involves risks, hazards, and dangers not found in the study at the College. I am aware of, understand, acknowledge, and appreciate that these risks, dangers, and hazards include but are not limited to: dangers to my own health and personal safety, including loss of property, personal injury, or death posed by war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, accidents, and/or violence and involve traveling to and within, and returning from, one or more foreign countries, including risks of air travel and all other types of transportation; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of utilities, including computing facilities, buildings, public places and conveyances; and local sanitation, medical, and weather conditions. Applicable current travel advisories issued by the U.S. Department of State and the Centers for Disease Control and Prevention information materials either have been received or Internet site addresses provided to me. Further, I have made my own investigation, and I am willing to accept these risks, hazards, and dangers.

2) **Health and Safety.**

- a) I hereby represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance, which provides comprehensive health and accident insurance policy for injuries and illnesses I sustain or experience overseas, and, more specifically, in the country that I will be living and/or traveling while on the Program, as well as emergency evacuation and repatriation of remains insurance. I agree to show proof of such coverage by submitting a copy of my valid health insurance card.
- b) I hereby represent and warrant that my health insurance policy will adequately cover me while outside the United States. I agree to report to the Program Director any physical or mental condition I have, which may require special medical attention or accommodation during the Program as early as possible, but no later than thirty (30) days prior to departure from the U.S.
- c) I acknowledge and recognize that the Ivy Tech 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 my participation in the Program, the College is not responsible for the cost or quality of such treatment or care. Ivy Tech 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 related thereto and hereby release Ivy Tech from any liability for any such actions.

3) **Changes to Program and Responsibility.**

- a) I understand and acknowledge that Ivy Tech 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 relation to the Program.
  - b) I understand and acknowledge that Ivy Tech reserves the right to make changes to the Program (including equipment substitutions or alterations in the proposed itinerary) at any time and for any reason, with or without notice, and the College shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. Ivy Tech is not responsible for penalties assessed by air, land, water carriers and/or other transportation that may result due to operation and/or itinerary changes, regardless of whether the College makes such arrangement. Ivy Tech, reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the College.
  - c) I understand and acknowledge that Ivy Tech assumes no responsibility or liability, in whole or in part, for: any delays, delayed or changed departure or arrival times; fare changes, dishonors of hotel, airline or vehicle rental reservations; missed carrier connections; sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the College, force majeure, war, quarantine, civil unrest, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to and lost property; bankruptcies of airlines or other service providers; inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond the College's control, with or without notice; or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, the College will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are transported at my risk entirely.
  - d) The right is reserved by Ivy Tech, in its sole discretion, to cancel the Program or any aspect thereof prior to departure; and, in the College's sole discretion to cancel the Program or any aspect thereof after departure, requiring that all participants return to the United States if the College determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued. If the Program is changed or cancelled, the only responsibility of the Program is to refund to me all uncommitted monies and deposits I have paid to the program. If changes in the Program are minor, the Program does not have to refund any amounts to me.
- 4) **Independent Activity.** I understand that if I spend any time away from the Program's location, or participate in any activity that is not a planned part of the program, I agree to inform

the Program Director of my travel plans. I hereby represent and warrant that my participation in independent activities is not required by the College and is wholly voluntary. I understand and hereby acknowledge that I may face additional and/or increased risk of injury or death due to civil unrest, violence, terrorism, crime, illnesses, kidnapping, or political instability by traveling away from the Program's location.

5) **Standard of Conduct.**

- (a) I understand and acknowledge that Ivy Tech's policies on Alcohol, Drug Use, Sexual Harassment, and the Student Code of Conduct apply whether I am on the home campus or abroad. I also agree to abide by these policies.
- (b) I understand and acknowledge 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 my participation in the Program, including attending any and all Program orientation meetings and reading all materials the Program provides. I will attend to any legal problems I encounter with any foreign nationals or government of the host country or any country to or through which I travel during my participation in the Program. Ivy Tech is not responsible for providing any assistance under such circumstances.
- (c) I understand and acknowledge that the Program Director will be the sole judge of whether my actions hurt the Program, myself or others in the Program or seriously offend the host culture. If they do, the Program director or someone s/he appoints, such as the on-site Director, may terminate my participation in the Program. I understand and acknowledge that should my participation in the Program be terminated, I will receive no refund of any fees, I am required to leave the Program immediately, and that I am solely responsible for arranging and paying for my own transportation back to the United States.

6) **Reproduction of Records.** The Program may reproduce and use for educational purposes without compensation all photographs, videos, movies, or sound recordings taken of me during the time I participate in the Program.

7) **Assumption of Risk and Release of Claims.** Knowing the risks, dangers, and hazards described above, and in consideration of being permitted to participate in the Program, I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to assume all the risks, dangers, hazards, and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge Ivy Tech and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever, which arise as a result of negligence on the part

