

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

WELLESLEY-IN-AIX

THIS IS A LEGAL AND BINDING AGREEMENT, WHICH WHEN SIGNED, WILL PERMANENTLY LIMIT YOUR ABILITY TO RECOVER FROM THE PARTIES INDICATED BELOW AS A RESULT OF PARTICIPATING IN THE WELLESLEY-IN-AIX PROGRAM.

I have agreed to participate in an overseas program, Wellesley-in-Aix, hereafter referred to as "WIA", sponsored by Wellesley College during the _____ semester of _____. Wellesley-in-Aix includes Wellesley College, Wellesley-in-Aix and their respective officers, directors, employees and agents. I am not required to participate in this program. My participation is wholly voluntary. In consideration of Wellesley College's and WIA's agreement to permit me to participate in this program, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1. Risks of Study Abroad. I understand that participation in my program abroad involves risks not found on my home campus. These risks include without limitation traveling to and within, and returning from, WIA and other international locations; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places including roads and highways, and public or private transportation; local medical services or facilities; and weather conditions. The country(ies) in which my program may operate may have health and safety standards substantially different from those in the United States. I recognize that I may be subjected to potential personal or financial loss, illnesses, injuries and even death arising from participating in an activity or contact with physical surroundings; insects or animals; biological hazards such as mold, bacteria, viruses, infectious materials, bloodborne pathogens or other hazards; equipment; food, drink or shelter; or other persons. I acknowledge that this list is not inclusive of all possible risks associated with the program and certify that I have made my own investigation of these risks, understand these risks and assume them knowingly and willingly.
2. I also acknowledge that by living and traveling abroad, I may experience problems associated with urban or local living, including crime, pollution, differences in population density or standards of living and health standards that are not the same as those in the United States. I am responsible to take necessary precautions to safeguard my health and to protect my personal belongings from damage or theft. I acknowledge that WIA recommends that I never travel alone, particularly at night. Traveling alone, particularly at night, may present additional danger to my safety and well-being.
3. Health Insurance; Medical Care. I agree to enroll in such medical insurance coverage program as is required by WIA for the duration of my program abroad. I carry valid and current medical insurance and have a valid insurance identity card to bring. If I waive the

Wellesley-offered insurance, I have determined that my insurance is adequate to cover injuries or illnesses that I may sustain or have while participating in WIA, including the expenses of returning me to the United States in the event that such action is necessary. Wellesley is not responsible for any uninsured health costs I may sustain.

4. I certify that I am free of any conditions that would endanger my life, health, or well-being while traveling or living abroad, or that would impede my ability to fully participate in all aspects of WIA. I recognize that WIA is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefor. If I require medical treatment or hospital care during my participation in WIA, WIA is not responsible for the cost or quality of such treatment or care. Should the need arise, WIA is authorized to provide any personal information about me to any health care provider.
5. Standards of Conduct. I understand that I will be responsible for my personal safety at all times, whether or not I am in class or on Program-related trips. I recognize that I assume an important personal obligation to conduct myself in a manner compatible with WIA and its reputation, with local laws and regulations, and with WIA regulations for student conduct. I promise to act responsibly and to take the advice of WIA director or advisor regarding my personal conduct. I will become informed of, and will abide by, all such laws, regulations and standards. I also will comply with WIA's rules, standards and instructions for student behavior. I also recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at Wellesley College may not apply.
6. Institutional Arrangements. I understand and agree that WIA does not represent or act as an agent for, and cannot and does not control any host institution, host family, transportation carrier, hotel, tour organizer or other provider of food, goods or services involved in my program abroad. I understand and agree that WIA is not responsible for matters that are beyond its control.
7. Independent Activity. I understand and agree that WIA is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any activities sponsored by WIA.
8. Program Changes. WIA has and reserves the right to make any program changes, cancellations, substitutions, or other changes in case of emergency, changed conditions, or in the interest of WIA with or without notice to WIA participants. I agree to notify WIA promptly of any changes to my program. I accept all responsibility for loss or additional expense due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes or other unforeseen causes. If I leave for any purpose other than a medical emergency, or am expelled from WIA for any reason, I understand and agree that I may have to repay my grant to Wellesley College.

9. Miscellaneous. I further agree that:

(a) I have a valid passport; if I do not have a U.S. passport, I have made sure that I either do not need a visa in connection with my program abroad or I have obtained an entry visa; and

(b) I am responsible for any legal problems I encounter with any foreign nationals or government of the host country. I acknowledge that (i) WIA is not able to assist students who break the law in a foreign country and is not responsible for legal fees or other costs while attempting to secure my release from foreign custody, and (ii) neither WIA nor the United States government has the ability to protect me from punishment with respect to drugs and other criminal offenses.

10. Assumption of Risk , Release of Liability and Indemnification Agreement. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participation of the Program and the use of Program facilities, equipment or services, and that I am voluntarily assuming all risks whether known or unknown, and that I am voluntarily participating in the program. Knowing and accepting the risks described above, and in consideration of being permitted to participate in my program abroad, the sufficiency of which is stipulated, I agree and do, on behalf of my family, heirs and personal representative(s), to the maximum extent permitted by law, release, hold harmless and agree to indemnify Wellesley College and Wellesley-in-Aix, their respective Boards of Trustees, officers, faculty, staff, representatives, volunteers, 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 cause or be liable to any other person, during my participation in WIA (including periods in transit to or from any country where WIA is being conducted), resulting from any cause including but not limited to WIA's, its trustees', officers', faculty's, staff's, representatives', volunteers', employees' or agents' own passive or active negligence or other acts other than fraud, willful misconduct or violation of law.

11. I have carefully read and understood this Informed Consent and Release Form before signing it. This agreement shall be governed by the laws of the Commonwealth of Massachusetts, which shall be the forum for any lawsuits filed under or incident to this agreement or my program abroad. The terms of this agreement are severable, such that if a court of law holds any term to be illegal, unenforceable, or in conflict with law, the validity of the remaining portions will not be affected. This agreement supersedes any earlier written or oral understandings or agreements between Wellesley and me.

Signed: _____ (Student) Date: _____

_____ (Parent or Guardian) Date: _____

(Parent/guardian signature not required for students 18 or older)

In case of emergency during the duration of my program abroad, please inform:

Name:

Phone:

E-mail:

Address: