



**STUDY ABROAD
ASSUMPTION of RISK and RELEASE FORM**

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING.

Name of Student: _____

Date of Birth: _____

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

Program: _____

In consideration of being allowed to participate in the Program specified above, I hereby agree as follows:

1. **Risks of Study Abroad.** I understand that participation in the Saint Mary's University of Minnesota Study Abroad Program specified above (the "Program") is voluntary and involves risk not found in study at Saint Mary's University of Minnesota (the "University"). 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; and other matters described on US Department of State's Travel.State.Gov. Website. I have read the country specific information, travel advisories and alerts for the country I plan to visit. Link here: <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html>. I understand that the University cannot guarantee my absolute safety during the program, cannot monitor my daily personal decisions, choices, and activities, cannot prevent me from engaging in illegal or risky activities if I ignore rules and advice from the University, cannot represent my interests if I am accused of illegal activities, and cannot ensure local adherence to United States norms of individual rights, political correctness and sensitivity, relationships between the sexes, and relations among racial, cultural, and ethnic groups. I have made my own investigation and am willing to accept these risks.

2. **Institutional Arrangements.** I understand that the University 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, apartment building, apartment manager, or other provider of goods or services involved in the Program. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University from any injury, loss, damage, accident, delay or expense arising out of any such matters.

3. **Independent Activity.** I understand that the University is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any University-supervised activities.

4. Health and Safety.

A. I have consulted with a medical doctor about my personal medical needs. No health-related reasons or problems exist which preclude or restrict my participation in this Program.

B. I am aware of all applicable personal medical needs. I am and will be covered, during the Program, by a policy of comprehensive health and accident insurance that provides coverage for injuries and illnesses I sustain or experience while studying abroad. Said insurance will specifically provide coverage for injuries or illnesses sustained or experienced in the countries in which I will be living and/or traveling during the Program.

I recognize that the University 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, in a foreign country or in the United States, during the Program, the University is not responsible for the cost or quality of such treatment or care.

C. The University 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 University from any liability for any actions. I specifically grant the University permission to authorize emergency medical treatment for me, if necessary. I release the University from all responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

5. Standards of 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 University'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 will comply with the University's rules, standards and instructions for student behavior in the Program. I will also comply with the University's general rules, standards, policies and procedures for student behavior. I waive and release all claims against the University that arise at a time when I am not under the direct supervision of the University 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 University has the right to enforce, in its sole judgment, the standards of conduct described above. I agree that the University may 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 University, the Program, or other participants. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. I understand that if I am expelled from the Program, the University may refer me to the

appropriate University officials for further disciplinary or other action. 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 University is not responsible for providing any assistance under such circumstances.

6. Program Changes. The University reserves the right to make cancellations, substitutions or changes to the Program at any time for any reason, with or without notice. I understand that the University'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, delayed or changed departure or arrival times, fare changes, dishonors of hotels, airline or vehicle rental reservations, missed carrier connections, sickness, injuries, weather, strikes, acts of God, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, bankruptcies of airlines or other service providers, unforeseen causes, and circumstances beyond the University's control. If weather, flight schedules or other uncontrollable factors require me to incur additional hotel, meal, airline, or other expenses, I will be responsible for said expenses. My baggage and personal property are my sole responsibility.

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.

The University reserves the right, in its sole discretion, to cancel the Program or any aspect thereof prior to departure and, in its sole discretion, to cancel the Program or any aspect thereof after departure, requiring that all participants return to the United States, if the University determines or believes that any participant is or will be in danger if the Program or any aspect thereof is continued.

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 Saint Mary's University of Minnesota, its trustees, and its 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 will become effective only upon receipt of my application for the Program by the Saint Mary's University of Minnesota at its offices in Minnesota and will be governed by the laws of the state of Minnesota, which will be the forum for any lawsuits filed under or incident to this agreement or to the Program.

Signature of Student

Date

I (A) am the parent or legal guardian of the above Student, (B) 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 Student as described in this Release Form, and (D) agree, for myself and for the Student, to be bound by its terms.

Signature of Parent/Guardian

Date

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

Return all completed application materials to:

Saint Mary's University of Minnesota
Study Abroad Office
International Center, the Heights
700 Terrace Heights #51
Winona, MN 55987-1399
Phone: (507) 457-6996
studyabroad@smumn.edu