

THIS RELEASE AND HOLD HARMLESS AGREEMENT is entered into this _____ day of _____, 20____ by and between _____ [Full name of Participant] whose address is _____ (“Participant”) and **BERRY COLLEGE, INC.**, a nonprofit corporation organized under the laws of the State of Georgia (“College”).

1. Participant’s Desire to Participate in the Academic Program

Participant is a student qualified for, accepted, and now attempting to complete enrollment or to participate in _____ [course number] (“Academic Program”), arranged through Berry College, and conducted by _____ [name of Faculty Director] at _____ [name of Foreign Institution, if applicable] (“Host Institution”), from _____, 20____, on location in the country of _____ (“Host Country” or region). It is expressly acknowledged that Participant is not required to participate in any Academic Program outside of the United States.

2. Waiver of College’s Liability for Risks and Dangers

Participant understands that there are certain dangers, hazards and risks inherent in international travel and in the activities included in the Academic Program, including but not limited to worldwide travel caution for US citizens

[if applicable, describe any specific dangers contained in bulletins or alerts from the U.S. State Department, World Health Organization, or Centers for Disease Control], and which also could include serious or even mortal personal injury and property damage. Participant understands there is no guarantee of Americans with Disabilities Act compliance by the Host Institution or Host Country. Participant also understands that the College cannot and does not assume responsibility for any personal injuries, including harassment issues, or property damage.

3. Participant’s Responsibility for Medical Needs

Participant is aware of all his/her personal medical needs, and through payment of Academic Program fees has purchased medical, evacuation and repatriation insurance. Participant agrees that the College cannot be and is not responsible for attending to any of Participant’s medical or medication needs; that Participant assumes all risk and responsibility therefore; and that if Participant is required to be hospitalized while in a foreign country or in the United States during this Academic Program, the College cannot and does not assume any legal responsibility for payment of such costs. Participants also agrees to complete the “Berry College Summer International Programs Information Form” and “Permission Form for Emergency Treatment” and submit them to the Faculty Director, who will leave copies with International Programs.

4. Requirements of Participant

Participant agrees to adhere to the Viking Code. Prior to departure Participant agrees to attend pre-departure meetings, complete any prerequisite coursework for the Academic Program, and be in good disciplinary standing. Participant will familiarize him/herself with the culture prior to departure, and adjust dress and behavior onsite to suit the expectations of the Academic Program and the Host Country. Participant also agrees not to operate a motor vehicle of any kind or participate in protests or demonstrations in the Host Country. Failure to comply with these standards and regulations may result in termination from the Academic Program, including liability for any applicable late withdrawal penalties and/or expenses entered into by the College or Academic Program on Participant’s behalf.

Participant agrees at all times during the Academic Program to comply with the terms and conditions in this agreement, the rules and regulations of the College (as they appear in this agreement and in bulletins and other official publications, including all rules and regulations

related to the Academic Program), the laws of the Host Country and, if applicable, the rules and regulations of the Host Institution or Academic Program.

Participant agrees to notify College International Programs Director if voluntarily withdrawing from Academic Program. Participant will be responsible for any change fees or penalties charged to College. Refunds to Participant will be issued to Participant according to the policies outlined in the Berry College Catalog, using the dates of the Academic Program. However, if College receives no refund from Host Institution, Academic Program, service providers or other affiliates, no refund will be available to the Participant.

5. Disclaimer of College's Responsibility

Participant understands that the College in no way represents or acts as agent for the Host Institution, the transportation carriers, hotels, and other suppliers of services connected with this Academic Program. Participant further understands and agrees that the College, its governing board, 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 the Host Institution or any company or person engaged in providing or performing any of the services involved in this Academic Program;

B. not responsible for obtaining the Participant's visa, if one is required;

C. not responsible for losses or expenses due to sickness, weather, inadequate food or water, strikes, hostilities, wars, acts of terrorism, vandalism, natural disasters, or other such causes;

D. not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom; and

E. not responsible for the theft or other loss, damage, or destruction of Participant's luggage or personal belongings.

6. College's Rights and Powers

The College reserves the right to cancel without penalty the offering and conduct of the Academic Program, and to make any alterations, deletions, or modifications in the itinerary and/or the scheduled activities of the Academic Program, as deemed necessary by the College or by the course instructors as agents of the College.

Participant hereby acknowledges the authority of the Faculty Director to terminate a student's participation in the Academic Program if the student's behavior or dress is inappropriate or disruptive or if other circumstances (e.g. health) warrant such action. In cases of such termination, the College will grant no refunds, and the student agrees that the College may (but is not required to) notify the student's parents or guardians of such termination. In case of an emergency situation, the College has the right to communicate with the parents and/or guardians of Participant. The Participant assumes all financial responsibility in regard to this termination.

7. Participant's Assumption of Risks

A. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Academic Program, Participant, on behalf of his/her family, heirs, and personal representatives, agrees to assume all the risks and responsibilities surrounding his/her participation in the Academic Program, in all transportation in connection therewith, and in any independent activities undertaken as an adjunct thereto. Participant further agrees, in advance, forever to release and discharge the College, its governing board, officers, agents, employees, and students acting as employees ("Releasees") from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of

any nature whatsoever which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury (including but not limited to suffering and death) that may be sustained by Participant or by any property belonging to him/her, whether caused by the negligence or carelessness of the Releasees or otherwise, while in, on, upon, or in transit to or from the Host Country where the Academic Program or any adjunct to the Academic Program occurs or is being conducted. Participant also understands any costs associated with withdrawal or removal from the program, relocation of program due to emergencies, or evacuation from the host country will be borne by Participant.

B. Participant understands that the Releasees do not have medical personnel available at the location of the Academic Program, during transportation, at the Host Institution, or anywhere in the Host Country. Participant understands and agrees that the Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by the Releasees shall be subject to the terms of this Agreement. Participant agrees to allow Releasees to disclose medical information to appropriate parties during an emergency. Participant further understands and agrees that the Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

C. It is Participant's express intent that this Release and Hold Harmless Agreement shall bind the members of Participant's family and spouse if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns if Participant is deceased, and shall be deemed to be a release, waiver, discharge, and covenant not to sue the above-named Releasees. Participant agrees to save and hold harmless, indemnify, and defend the Releasees from any claim by Participant or Participant's family or other personal representatives, arising out of Participant's participation in the Academic Program.

D. In signing this Release and Hold Harmless Agreement, Participant acknowledges and represents that he/she has become fully informed of the contents of this Agreement by reading it before signing it, and by signing this document as his/her own free act and deed confirms that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

E. Participant executes this Release and Hold Harmless Agreement for full, adequate, and complete consideration, fully intending to be bound by the same.

8. Leisure and Free Time Activities – Non-program related Activities

I, _____, the undersigned, for myself, my heirs, successors, and assigns, do hereby acknowledge and agree to the terms and conditions herein, and attest that I have read and understand the rights and possible claims I am waiving and releasing by signing this agreement. Specifically, I hereby acknowledge that during the course of my Academic Program there will be periods of time when no official program related educational activities are taking place, or otherwise time when I am free to do what I choose regardless of the group activities which may be taking place, and that I will be free to participate in such activities as I individually determine. Such activities may include others within the program group including the assigned instructor/program leaders, but shall not constitute an official event of the above-listed program.

I understand that I am free to choose to participate or not participate in such activities and that should I choose not to do so there shall be no adverse consequences to me personally or academically, and as necessary and appropriate arrangements shall be made for my care and supervision in the event I do not participate. I understand and acknowledge that any such activities may be conducted by entities other than Berry College, Inc. and/or the official program sponsor institution/organization. Such entities may include individuals and/or private companies operating in a foreign country or jurisdiction where legal recourse against such persons or entities shall be difficult to determine and/or enforce should any accident or injury occur. I understand that

such persons or entities are not employed or selected by Berry College, Inc. and that Berry College assumes no responsibility or liability for ensuring the safety of such activity nor the equipment, facilities or personnel involved.

I understand that in any such activities there will be risks involved which are both known and unknown and agree that for myself, my heirs, successors and assigns I do hereby agree to fully assume any and all risks associated with such activity and to take any and all actions necessary to apprise myself of the full extent of any such risks should they be unclear or uncertain to me. I agree to fully and completely release Berry College, Inc., its Trustees, Officers, agents, employees, successors and/or assigns from any and all claims and liability based upon any injury or damage allegedly arising out of my participation in such activities and shall indemnify and hold harmless Berry College, Inc. its Trustees, Officers, agents, employees, successors and/or assigns from any and all costs associated with any and all claims based upon any injury or damage arising out of my participation in such activity.

9. Governing Law and Forum; Severability

This Agreement shall be construed in accordance with the laws of the State of Georgia, which shall be the forum for any claim(s) filed under or incident to this Agreement or the Academic Program. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

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

Student Participant:

Witness:

[Signature]

[Signature]

[Printed Name]

[Printed Name]