

THIS RELEASE AND HOLD HARMLESS AGREEMENT is entered into this _____ day of _____, 20____ by and between _____ [Full name of Participant] whose home 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 at Berry College and is currently participating in the Club/Extracurricular activity _____ [Club/Extracurricular Organization] (hereinafter referred to as the “club”), arranged through Berry College, and conducted by _____ [name of Faculty Director]. Participant is planning to participate specifically in an “activity” _____ which involves international travel to _____ [name of Foreign Institution, if applicable] (“Host Institution”), from _____, 20____, to _____, 20____. Said activity will require travel to and through the following countries _____ . The primary location for the activity will be in the country of _____ (“Host Country” or region). It is expressly acknowledged that Participant is not required to participate in any activity outside of the United States and has chosen to participate voluntarily and after reading and signing this Agreement.

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 activity described herein, including but not limited to specific cautions and advisories for travel to and from the following countries:

[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 any participation fees or individually 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 activity, the College cannot and does not assume any legal responsibility for payment of such costs. Participants also agrees to complete the “Permission Form for Emergency Treatment” as required and submit them to the Faculty Director.

4. Requirements of Participant

Participant agrees to adhere to the Viking Code and read “Generally Accepted Responsibilities in Study Abroad,” all of which shall apply to international travel for the above-listed activity. Prior to departure Participant agrees to attend pre-departure meetings 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 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 activity, including liability for any applicable penalties and/or expenses entered into or incurred by the College or Club on Participant’s behalf.

Participant agrees at all times during the activity 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 activity.

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 activity. Participant further understands and agrees that the College, its governing board, employees, and agents are:

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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 activity;

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 activity, and to make any alterations, deletions, or modifications in the itinerary and/or the scheduled activities of the activity, 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 activity 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 activity, 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 activity, 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 activity or any adjunct to the activity occurs or is being conducted. Participant also understands any costs associated with termination, withdrawal or removal from the activity, relocation of activity 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 activity, 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 activity.

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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

Participant acknowledges that during the course of the activity there will be periods of time when no official program related or educational activities are taking place, or otherwise time when Participant is free to do what he/she chooses regardless of the group activities which may be taking place, and that Participant will be free to participate in such activities as he/she individually determines. Such activities may include others within the program group including the assigned faculty director, but shall not constitute an official event of the above-listed program.

Participant understands that he/she is free to choose to participate or not participate in such activities and that should Participant choose not to do so there shall be no adverse consequences personally or academically, and as necessary and appropriate arrangements shall be made for Participant’s care and supervision in the event Participant does not participate. Participant understands and acknowledges 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. Participant understands 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.

Participant understands that in any such activities there will be risks involved which are both known and unknown and agrees that for Participant, heirs, successors and assigns Participant does hereby agree to fully assume any and all risks associated with such activity and to take any and all actions necessary to be apprised of the full extent of any such risks should they be unclear or uncertain to Participant. Participant agrees 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 Participant’s 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]