

CAUTION: READ BEFORE SIGNING

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

In consideration of the agreement by Oberlin College to consider allowing credit in accordance with Oberlin College’s procedures for evaluating credits, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, _____, the undersigned, for myself, my heirs, personal representatives and assigns, do hereby agree as follows:

- A. I acknowledge that _____ (the “Participant”) has determined to study abroad (the “Study Activity”) in _____, (the “Study Location”). I acknowledge that I have been informed that there are heightened risks involved with the Study Activity and that a Travel Warning for the Study Location has been issued by the United States Department of State. I acknowledge that these risks include living in a foreign country; traveling by various modes to and within a foreign country; eating and drinking local food and drink; foreign political, legal, social, transportation, health, and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local medical facilities and providers; and local weather conditions. I further acknowledge and represent that I have reviewed and taken into account the recommendations, information, precautions and warnings for travel to, from and within the Study Location as provided by the United States Department of State and the United States Center for Disease Control and Prevention.
- B. (1) I Release, Waive, and Discharge Oberlin College and its board members, trustees, faculty, instructors, agents, advisors, employees, affiliates, members, volunteers, staff, representatives, attorneys and officers (collectively, the “Releasees”) from -- and (2) Covenant Not To Sue Releasees in connection with -- any and all claims (including, not by way of limitation, any claims arising from negligence of Releasees or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss) arising from or relating in any way to participation in the Study Activity and/or travel before, during, or after the Study Activity. As part of this Release, Waiver, Discharge, and Covenant not to sue, I understand that the Releasees are not responsible for any injury or loss I may suffer when I am traveling independently before, during, or after the Study Activity or am otherwise separated or absent from the Study activity, and I hereby Release, Waive, Discharge, and Covenant Not to Sue the Releasees in connection with any such injury or loss.
- C. I acknowledge that participation in the Study Activity is voluntary and of my own choosing and not a requirement of Oberlin College for my course of study, and that there are other study abroad options available to me. Releasees have not encouraged and, in fact, have discouraged participation in the Study Activity.
- D. I acknowledge that travel to and participation in the Study Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. I further acknowledge that the Study Activity entails unusual risks due to many factors among which are the following: (1) Unpredictable international incidents may result in an adverse climate for US citizens in the Study Location at any time; (2) (a) The laws and regulations of the Study Location may not afford the protections available to the individual under US law; and (b) medical care in the Study Location may not meet US standards. US medications may not be available, and US medical insurance is not always valid outside the US.
- E. I agree to comply with all applicable laws during my participation in the Study Activity and/or travel before, during, or after the Study Activity, including United States, state, and local laws, as well as the laws of any foreign jurisdiction through which I travel, and I acknowledge that I am solely responsible for addressing any penalty or legal proceeding resulting from my alleged or actual violation of any such law. Releasees are not responsible for providing any assistance under such circumstances. I further agree to comply with all applicable provisions of the Oberlin College Student Rules and Regulations during my participation in the Study Activity and/or travel before, during or after the Study Activity. I acknowledge that any violation of any law or any violation of the Oberlin College Student Rules and Regulations may constitute grounds for discipline by the College.
- F. I acknowledge that the conditions in the Study Location may deteriorate rapidly, and that I must keep myself informed of current events. I shall register with the nearest US Embassy or Consulate General and enroll in the Warden System with the US Consulate or Embassy nearest my destination. If I am not a citizen of the United States, I shall register with my home country’s Embassy or Consulate.

G. I understand that while Oberlin College, in consideration of my execution of this Waiver of Liability, Assumption of Risk and Indemnity, agrees to evaluate the course work of the Study Activity according to Oberlin College's procedures for determining whether credits will be granted, Oberlin College does not guarantee that such credits will be allowed.

H. I Agree to defend, indemnify and hold harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys fees, and to reimburse Releasees for any such expense incurred in connection with or as a result of (1)(a) Participant's participation in the Study Activity or (b) travel associated with the Study Activity, or (2) any attempt by anyone, including, not by way of limitation, Participant or anyone claiming on Participant's behalf, to avoid the terms of this Waiver of Liability, Assumption of Risk and Indemnity.

I. I Acknowledge that Oberlin College reserves the right to cancel the Study Activity without penalty or to make any modifications to the itinerary and/or academic program as deemed necessary by Oberlin College. I also acknowledge that Oberlin College is not obligated to refund any fees I have paid to participate in the Study Activity if Oberlin College cancels the Study Activity as a result of a United States Department of State travel advisory for the Study Location or as a result of any other safety-related or health-related issue as deemed necessary by Oberlin College.

The undersigned further expressly agrees that (1) this document and/or any action or claim relating to this document and/or the Study Activity shall be governed by the laws of the state of Ohio without regard to the laws of conflict of law thereof; (2) any action or claim relating to this document and/or the Study Activity shall be initiated and maintained in municipal or state court in Lorain County, Ohio or in United States District Court for the Northern District of Ohio; and (3) the foregoing Waiver, Assumption of Risk and Indemnity is intended to be as broad and as inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I have read this Waiver of Liability, Assumption of Risk and Indemnity, fully understand its terms, and understand that I am giving up substantial rights – including my right to sue. I acknowledge that I have the opportunity prior to signing this Waiver of Liability, Assumption of Risk and Indemnity to have it reviewed by my attorney. I know, understand and appreciate these and other risks that are inherent in the Study Activity. I expressly agree and assert that participation in the Study Activity is voluntary and I knowingly assume all such risks and elect to proceed with the participation despite all the risks. I acknowledge that I am signing this Waiver of Liability, Assumption of Risk and Indemnity freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.

Date: _____

Participant's Signature

Participant's Age (if minor): _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN, IF MINOR:

I hereby represent that I am the parent or guardian of the minor whose name appears above. I have read and consent and agree to the terms and provisions set forth in this Waiver of Liability, Assumption of Risk and Indemnity on behalf of myself and said minor.

Date: _____

Parent/Guardian of Minor