

**Office of Global Engagement
Study Abroad**

THIS RELEASE AND HOLD HARMLESS AGREEMENT is entered into by and between the Participant and the Corporation of Mercer University, a nonprofit corporation organized under the laws of the State of Georgia.

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

The Participant is an individual qualified for, accepted, and now attempting to complete enrollment or to participate in study abroad program, arranged through the University's Office of International Programs. It is expressly acknowledged that Participant is not required to participate in the Academic Program.

2. Waiver of University's Liability for Risks and Dangers

The Participant understands that there are certain dangers, hazards, and risks inherent in international travel and in the activities included in the Academic Program and which also could include serious or even mortal personal injury and property damage. The Participant also understands that the University cannot and does not assume responsibility for any such personal injuries or property damage.

Learn About Your Destination: <http://travel.state.gov>

3. Participant's Responsibility for Medical Needs

The Participant is aware of all of his/her personal medical needs, and has arranged for adequate hospitalization insurance to meet any and all requirements for payment of medical or hospital costs while undertaking this Academic Program. The Participant agrees that the University cannot be and is not responsible for attending to any of the Participants medical or medication needs; that the Participant assumes all risk and responsibility therefore; and that if the Participant is required to be hospitalized while in a foreign country or in the United States during this Academic Program, the University cannot and does not assume any legal responsibility for payment of such costs.

4. Disclaimer of University's Responsibility

The Participant understands that the University 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. The Participant further understands and agrees that the University, 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 losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes;
- C. not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom; and
- D. not responsible for the theft or other loss, damage, or destruction of the Participant's luggage or personal belongings.

5. University's Rights and Powers

The University 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 University or by the course instructors as agents of the University.

6. 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, the 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. The Participant further agrees, in advance, forever to release and discharge the University, 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 the Participant may have or which may hereafter accrue to the 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 the 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.

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

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

7. 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 ELECTRONICALLY SIGNING.