

**HAMPSHIRE COUNTY BOARD OF EDUCATION
STUDY ABROAD PROGRAM PARTICIPANT'S RELEASE
AND WAIVER OF LIABILITY AGREEMENT**

This Release and Waiver of Liability Agreement (hereinafter "Agreement") is entered into by all Participants in the Study Abroad Program (hereinafter "The Program"). Participants include students, staff, faculty as well as anyone else who participates in The Program, including parents of students in The Program.

I, the Participant, have voluntarily applied to participate in The Program. Participant fully intends to be bound by the terms of this Agreement in consideration for being granted permission to participate in The Program.

Participant acknowledges, warrants and represents that Participant has received, fully read and completely understands the information provided to the student by the Hampshire County Board of Education. Participant has been fully advised as to the potential cultural, safety and health risks and the numerous potential differences, problems and dangers that Participant may encounter while associated or participating in The Program, including those contained in this Agreement.

I. RELEASE

In consideration of Participant's involvement with or participation in The Program, Participant hereby releases, waives, discharges, and agrees to hold harmless the Hampshire County Board of Education (hereinafter "The School"), and each of their respective trustees, board members, officers, agents, employees, representatives and volunteers (hereinafter all referred to collectively as "Releases"), from any and all liability arising out of or in connection with Participant's involvement with, or participation in, The Program.

Participant further releases, waives, discharges and agrees to hold harmless the Releases from any and all liability, claims, demands, losses, actions, causes of action, suits or judgments whatsoever arising out of or related to, including, but not limited to, any loss, damage, accident, illness, kidnapping, or injury, including death, that may be sustained by Participant, or any of the property belonging to Participant, whether caused by the negligence of the Releases, or otherwise, while Participant is involved with, or participating in, The Program or engaging in activities and travel associated with The Program.

It is the Participant's express intent that this Agreement shall bind not only Participant, but also members of the Participant's family and spouse (if any), if Participant is alive, and Participant's next of kin, estate, heirs, executors, assigns and personal representative(s), if Participant is deceased and shall be deemed as release, waiver, discharge and covenant not to sue the above-named Releases. Participant hereby further agrees that this Agreement shall be construed in accordance with the laws of State of West Virginia.

**II. ACKNOWLEDGEMENT OF INHERENTLY DANGEROUS ACTIVITIES
AND ASSUMPTION OF RISK THEREOF**

Participant acknowledges that the country/countries in which The Program may take place, or any other country through which the Participant may travel while participating in The Program, or while in route to or from The Program, may have health and safety standards substantially below those enjoyed in the United States and the Participant may be subjected to potential risks,

losses, damages, accidents, illnesses, injuries, kidnapping and even death while participating in The Program or while traveling to or from The Program.

Participant acknowledges the inherent hazardous and dangerous nature of The Program as well as the above-referenced risks of participating in The Program and in traveling to, through, and from the country/countries in which The Program will take place, and voluntarily agrees to participate therein and assumes all risk of illness, injury, or death from Participant's participation in The Program and travel to or from The Program. Participant represents and warrants that Participant is mentally and physically fit, capable, able and willing to participate in The Program and to be subjected to related potential hazardous and dangerous activities without limitations.

III. PERSONAL PROPERTY

The Releases assume no liability or responsibility whatsoever for any personal property of the Participant that is obtained during, or brought along by the Participant on, The Program.

IV. STANDARDS OF CONDUCT

Participant agrees that at all times while involved with and/or participating in The Program or otherwise throughout the duration of The Program, Participant will conduct himself/herself in accordance with all the applicable statutes, ordinances, laws, regulations, orders and rules and requirements of duly constituted public authorities of the countries or states where The Program takes place, or through which the Participant travels while in route to or from the county/countries where The Program takes place.

Participant further understands that his/her violation of any statutes, ordinances, laws, rules, regulations, requirements and/or orders of The School, including the Student Code of Conduct, and/or any other lawful authority of the countries or states where The Program takes place, or through which Participant travels, or Participant's possession, use or abuse of narcotics or any other illegal substance or abuse of alcoholic beverages at any point during The Program or related travel or leisure time is expressly prohibited, and is grounds for immediate expulsion from The Program. Participant shall indemnify and hold harmless the Releases from the consequences of any violations of such statutes, laws, rules, regulations, requirements or ordinances, or possession, use or abuse of narcotics, illegal substances or alcohol and all claims for damages and related claims resulting from such violations including reasonable attorney's fees.

Participant further agrees that The School, and its agents, have the right to terminate the Participant's involvement with The Program if it is determined by them that Participant's conduct violates any of the above described statutes, laws, rules, regulations, requirements, and/or orders, or is detrimental to Participant or other Participants or The School's personnel, or in conflict with The Program, or is out of harmony with the best interests of the group in whole, in which event Participant shall be dismissed from The Program and required to return home at Participant's own expense, and may be subject to discipline. Participant further agrees and understands that the violation of any such statutes, laws, rules, regulations, requirements, and/or orders may be just cause for suspension or expulsion of Participant from The School as guided by The School's Student Code of Conduct. In the event Participant is returned home, Participant agrees no monies paid for in connection with The Program will be refunded to Participant.

Participant understands that the following actions are likewise unacceptable, and that engaging in any of them constitutes grounds for dismissal from The Program and being returned to the

United States at Participant's own expense at the discretion of The School and its agents: excessive absence from class; failure to participate in field trips or other program activities; failure to complete homework assignments; behavior that disturbs other persons involved with and/or participating in the program activities or other persons in the hotel or other accommodations; breaking the law(s) of the host country or countries; or violation of the policies and procedures of The School, including The School's Student Code of Conduct.

Participant further recognizes that Participant does not have the right to use Participant's own or privately leased or otherwise obtained automobile or to otherwise use Participant's own transportation or otherwise obtain private transportation any time during The Program. In the event that Participant uses transportation other than that provided during The Program, Participant acknowledges and agrees that Participant shall be fully liable for all accidents or losses arising due to Participant's use of Participant's own or privately leased or otherwise privately obtained automobile or other unauthorized transportation, and that any insurance provided to The School will not cover such unauthorized transportation, and/or accidents or losses that occur related to, or caused by such unauthorized transportation. Participant hereby releases and discharges the Releases from any and all liability for such use of unauthorized transportation as set forth in this Agreement.

Participant may also be dismissed from Program Activities and returned to the United States at Participant's own expense in the event The School or its agents determine that Participant cannot continue with The Program due to the Participant's physical or mental condition, or that Participant's conduct is detrimental to or in conflict with The Program or out of harmony with the best interest of the group as a whole. In the event that Participant is dismissed from The Program, Participant will not be entitled a refund of any monies paid for or in connection with The Program.

V. NON-PROGRAM ACTIVITIES

Participant agrees that the Releases cannot and shall not be held responsible in any way for Participant's safety needs or well-being during any period in which Participant is not directly participating in The Program (including but not limited to, off hours, breaks and leisure time) or while deviating from the group (e.g., not going or returning with the group to and/or from program activities or otherwise traveling independently of the group).

Participant further agrees that during any period of time when Participant participates in non-program activities, for example, any activities, excursions or outings not related to or part of The Program, or in any other way deviates from The Program and/or the group participating in The Program, for whatever reason, Participant assumes full responsibility for Participant's own safe keeping and welfare. Participant acknowledges and understands that The Program and The School do not provide insurance for Participant. Participant also acknowledges and understands that Participant will not be under the supervision and direction of The School during the above stated non-program activities and hereby releases and discharges and agrees to hold harmless the Releases from any and all liability and legal obligations regarding Participant's own personal welfare.

VI. INSURANCE

Participant understands and agrees that the Releases assume no liability for any medical, hospital, other health care provider and/or related expenses incurred by Participant while traveling to or from or while in any other way involved with or participating in The Program. It is recommended that Participant obtain health insurance covering any and all medical expenses that Participant may incur while involved in and/or participating in The Program, including, but

not limited to, hospitalization expenses.

Participant shall also be responsible for carrying Participant's own liability insurance, including insurance covering any and all activities Participant's may undertake. Participant agrees that Participant will be personally responsible for any and all medical, hospital and/or related expenses incurred by Participant while involved with and/or participating in The Program and during any breaks from participating in The Program or while on leisure. Participant agrees that it is Participant's responsibility to obtain appropriate immunizations and medications prior to traveling to and participating in The Program.

VII. MISCELLANEOUS

Participant acknowledges that:

- a. The Releases do not in any way warrant or represent to Participant as to the conditions or standards of the living arrangements for Participant or that Participants in The Program will have equal accommodations or accommodations with the same proximity to the classes. There is a lot of variety in the living arrangements and the general standards may be substantially below that which the Participant has experienced or is accustomed to in the United States. This is particularly true of third-world countries and old cities such as Florence.
- b. Participant acknowledges that in living and traveling in major international cities abroad, Participant may experience problems associated with urban living such as increased crime, pollution, high population density, or standards of living and health standards that are not equivalent to life in the United States. Participant must take every precaution to safeguard Participant's health and wellbeing and to protect personal belongings from damage or theft. Being alone, particularly at night, may present additional dangers to Participant's safety and well-being, as well as personal belongings. It is recommended that Participant never travel alone, particularly at night.
- c. Women may experience difficulties while abroad. Although the rate of violence towards women, including sexual assault and rape may be higher in the United States than in many other countries, the mere fact of facing the unfamiliar can raise Participant's anxiety level which may be compounded by language and cultural differences and by the distorted and stereotyped media images used in television, movies, radio, newspapers, magazines, periodicals or other forms of mass media and advertising.
- d. If Participant, while participating in The Program, or otherwise, wishes to have family and friends participate in any such activities, such family or friends must sign a "Hampshire County Board of Education Study Abroad Program Activities Participant's Release and Waiver of Liability Agreement."
- e. Participant acknowledges that the Releases reserve the right at any time prior to The Program to make cancellations, changes, or substitutions in emergencies, or due to changed conditions, in the interest of The Program or group participating in The Program, and to alter The Program's departure or costs in order to meet unexpected changes in airfares, hotels, or other living accommodations or other related expenses and the like as the amount of the fees for The Program are based on current tariff rates and expenses that are subject to change. Participant acknowledges that such cancellations, changes, substitutions, or alterations may create greater risks than the original plans.
- f. Participant understands that if Participant incurs and fails to pay any financial obligations for

The Program, or pursuant to the terms of this Agreement, including but not limited to, damages to living or educational accommodations, unpaid fees for travel, contractor services, etc., such failure to pay any obligations may cause Participant's grades and records to withheld by The School until such financial obligations are satisfied by the Participant.

- g. Participant agrees to advise the Releases immediately of any incident which involves or causes any harm to Participant.
- h. If Participant decides to leave the Program, Participant shall advise The School in advance.

Participant¹

Date

Parent(s) or Guardian(s) of Participant

Date

STATE OF WEST VIRGINIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by
_____ (name of person acknowledged).

My commission expires _____

Notary Public Signature

¹ All students must have the signature of a Parent or Guardian as well.