



Office for International Study

### Acknowledgement of Risk, Release, Indemnification and Hold Harmless Agreement

Student: \_\_\_\_\_

Study Abroad Program/Host Institution: \_\_\_\_\_

Country, Term and Year: \_\_\_\_\_

**This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participating in a Study Abroad Program. References to Study Abroad Program or Program include all Program activities and any other related or substitute travel including personal travel for the purpose of education, personal business, social service or any other activity.**

Smith College is a non-profit educational institution. References to Smith or Smith College include the Trustees of the Smith College, its individual trustees, employees, volunteers, students, participating and/or host organizations, agents and assigns and anyone participating in the Program activities.

By signing below I acknowledge and affirm that I have informed myself of the risks of international travel and study abroad and that I am aware of and accept all risks accompanying international travel and study abroad.

In consideration of (i) the approval by Smith College of the Student's participation in the Study Abroad Program named above, (ii) the obligations undertaken by Smith College in the Smith College Study Abroad Participation Agreement for this Study Abroad Program, and (iii) other valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned do hereby:

1. Acknowledge and affirm that the Student freely chooses to travel on the Program indicated above;
2. Acknowledge that the responsibility of Smith College is limited to providing Smith credit for approved academic work successfully completed by the Student while on the Study Abroad Program and to paying the Program fees as set forth in the Study Abroad Participation Agreement executed by the undersigned; acknowledge that Smith College is not an agent of, and has no responsibility for, any third party, including without limitation, any sponsor or host that may provide any services, equipment, training or activities associated with the Program; and that Smith College makes no representation or warranty as to the safety of the Program.
3. Despite precautions, accidents and injuries can occur. I understand the activities I may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment or Program participation. Therefore I ASSUME ALL RISKS RELATED TO THE ACTIVITIES including but not limited to:
  - Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, which may occur as a result of participating in an activity or contact with physical surroundings, equipment or other persons.
  - Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority.
  - Theft or loss of personal property during the Program or any Program related travel.
  - Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
  - Alteration including delay, extension or cancellation of the Program due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Program or facilities, equipment, or services in association with the Program, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that participating in this Program and use of facilities at Smith College is an acceptance of risk of injury.

4. Release and discharge Smith College, irrevocably and unconditionally, of and from all claims, liabilities, losses, debts, costs, expenses, demands and damages, including but not limited to a claim of negligence, whether known or unknown, which may arise out of or are in any way related to the Student's participation in the Program, including but not limited to use of

facilities, equipment or services related to the program identified above;

5. Agree to indemnify and hold harmless Smith College of and from any and all claims, liabilities, demands, damages, debts, costs, expenses, lawsuits, or judgments of any nature, including reasonable attorneys' fees, based upon or arising out of any personal illness or injury or property damage or loss caused by, resulting from or arising out of the Student's enrollment or participation in the Program above or her own acts or omissions during Student's participation in the Program;
6. Understand and agree that this Acknowledgement of Risk, Release, Indemnification and Hold Harmless Agreement shall be construed and enforced in accordance with Massachusetts law, and the undersigned consent to the jurisdiction of Massachusetts state and federal courts;
7. Affirm that this Acknowledgement of Risk, Release, Indemnification and Hold Harmless Agreement is binding upon the undersigned, and the heirs, successors, assigns and personal representatives of each;
8. Authorize Smith College to act on Student's behalf in any medical emergency if and as may be applicable;
9. Acknowledge that before signing this Acknowledgement of Risk, Release, Indemnification and Hold Harmless Agreement, each of the undersigned has read it; understands its terms and that it affects important legal rights; signs it voluntarily as his/her free act and deed; and intends to be legally bound by it.

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Student's signature

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Date

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Witness of signature

The signature of parent(s)/guardian(s) is required if student is under 18 years of age unless student has sole financial responsibility for her Smith College tuition and fees and meets federal requirements for financial independence. If this is the case, please attach explanatory note. Both parents must sign unless one parent is sole legal guardian.

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Parent/legal guardian signature

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Date

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Witness of signature

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Parent/legal guardian signature

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Date

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Witness of signature