



Assumption of Risk, Release, & Waiver of Liability for Participation in a Polk State Short-Term Study Abroad Program

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING. DO NOT STAPLE THIS DOCUMENT.

Participant Name: _____ Date of Birth: _____
Program Destination: _____ ID #: _____
Program Dates: _____

In consideration for being permitted to participate in the study abroad program listed herein ("Program"), the Participant acknowledges and agrees to the following:

NOTICE TO PARTICIPANT

THIS IS A MULTI-PAGE AGREEMENT. READ THIS AGREEMENT COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF POLK STATE COLLEGE AND ITS AFFILIATED OR RELATED ENTITIES, AND THE OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, GROUP LEADERS, CONTRACTORS, SUB-CONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES (COLLECTIVELY, THE "RELEASED PARTIES") USES REASONABLE CARE IN ARRANGING AND/OR PROVIDING THIS PROGRAM, THERE IS A CHANCE YOU MAY BE SERIOUSLY INJURED OR LOSE YOUR LIFE BY PARTICIPATING IN THIS PROGRAM BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE PROGRAM WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP YOUR RIGHT TO RECOVER FROM THE DISTRICT BOARD OF TRUSTEES OF POLK STATE COLLEGE, FLORIDA, AND ITS AFFILIATED OR RELATED ENTITIES, AND THE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOU OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE PROGRAM. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE DISTRICT BOARD OF TRUSTEES OF POLK STATE COLLEGE, FLORIDA, AND ITS AFFILIATED OR RELATED ENTITIES, AND THE OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

1. I understand and agree that there are hazards and risks inherent in international travel, including but not limited to: foreign political, social, and economic conditions which are different than the United States and which can change in an unpredictable manner; different standards of design, safety, and maintenance of buildings and public spaces; varying quality of available medical treatment; differing health, safety, legal, cultural, and religious beliefs and conditions, all of which could cause serious personal injury or loss of life to me and/or loss or damage to my property.
2. I am aware that participating in the Program involves risks of personal injury, property damage, and other risks. I freely and voluntarily agree to assume and take on full responsibility for any such risks of loss, property damage, or personal injury, including death that may be sustained by me as a result of the Program, whether caused by the negligence of the College or otherwise.
3. I understand that ground, water, and air transportation in other countries may not have the same safety standards as in the United States, and that I travel at my own risk. I voluntarily assume all risks involved

with such travel, whether expected or unexpected. I hereby acknowledge that I have been warned of such risks and I have been advised to take appropriate action and to govern myself accordingly.

4. I have been advised that I must be covered by medical/trip insurance during the entire period of my participation in the study abroad program. I further understand that the cost of insurance is my responsibility and the college will help me identify a vendor with the appropriate coverage needed. I also agree that receiving any inoculations (if necessary) is my responsibility and will not hold the College liable for any adverse reactions as a result of taking the inoculations or illness abroad or at home due to not taking the inoculations. I understand that the medical/trip insurance offered by the vendor may not reimburse me for situations that involve inclement weather, including without limitation reimbursement for the purchase of additional airfare or accommodations.
5. I understand that from time to time the College may produce promotional material or other documentation with respect to the Program that may include statements by and/or photographs of me, and I consent to such use of my comments and photographic likeness.
6. In consideration of the College making the Program available to me and my being permitted to participate in the Program, I hereby agree to release, indemnify, hold harmless, covenant not to sue, and forever discharge the College, its trustees, officers, employees and agents, from any and all claims and causes of action which might be brought by me, my family, heirs, and personal representatives (s) on my behalf for loss of property, personal injury or death sustained by me arising in any manner out of or in any way connected with my participation in the Program. I understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act of the College (or its trustees, officers, employees and agents), including, but not limited to negligence, mistake or failure to supervise by the College.
7. This Agreement shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Agreement shall be commenced exclusively in the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction), **AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

By signing below, I certify that: (1) I have fully and completely read and understand the content of this Assumption of Risk, Release & Waiver of Liability for Participation in a Study Abroad Program, and (2) I consent and agree to all of the foregoing. I fully understand the risks and dangers associated with my participation in the Program and all related activities and I accept them entirely at my own risk. I agree to assume all risk for any personal injury, loss of life, property loss, or other damage and with respect to my participation in the Program, conduct myself at all times in accordance with this Agreement and applicable College policies and procedures. I further acknowledge that this document is a release of legal rights and that I sign it knowingly and voluntarily.

Participant's Signature

Date

Printed Name

If you are under the age of eighteen (18), your parent or guardian must review this entire document and sign the following statement.

I do hereby acknowledge that I am the parent or legal guardian of the above-named Participant, and on behalf of said Participant and his/her parents and/or legal guardians, I do hereby consent and agree to each provision of the foregoing Agreement.

Participant Initials: _____

I have read the above statement and give permission to the College faculty member or group leader accompanying (Print Student's Name) _____ to act on my behalf to authorize medical treatment as determined to be required and appropriate.

For parents of dual enrolled students, including Polk State College's Charter High School programs: I understand that this study abroad trip is not a high school sponsored activity and the accompanying College faculty member or group leader is not a high school chaperone.

Parent or Guardian's Signature

Date

Printed Name

Participant Initials: _____