STATEMENT OF RESPONSIBILITY, RELEASE AND AGREEMENT TO PARTICIPATE IN AN INTERNATIONAL PROGRAM

I, __________________, am a student at the University of Notre Dame du Lac (“the University”). I have agreed to participate in an International Program in __________________ from ______________ to _____________, 2014. I understand and acknowledge that the Program is not supervised, sponsored, hosted, inspected or controlled by the University and that the University is merely providing some limited grant funding to help make it possible for me to participate in the Program. I am not required to participate in the Program. I understand and hereby acknowledge that my participation in the Program is wholly voluntary. In consideration of being allowed to participate in the Program, I hereby agree as follows:

1) I hereby represent and warrant that I am and will be covered throughout the Program and all periods of travel associated therewith by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I sustain or experience abroad, including without limitation mental illnesses or psychological conditions I experience abroad, whether in the country in which I will be living or traveling while on the Program or elsewhere. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me while outside the United States; and that my coverage includes medical evacuation and repatriation of remains coverage with adequate limits appropriate to my destination. I hereby absolve the University of all responsibility and liability for any injuries (including death), illnesses, claims, damages, charges, bills and/or expenses I incur while I am abroad. I agree to report to the University any physical or mental condition I have that may require special medical attention or accommodation during the Program at least thirty (30) days prior to departure.

2) I understand that the University reserves the right to make changes to the Program itinerary or to cancel all or part of the Program at any time and for any reason, with or without notice, and the University shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. If all or part of the Program is cancelled, prevented or rendered impossible or unfeasible by any act or regulation of any public authority, or by reason of riot, strike, act of God, epidemic, war, civil unrest, terrorism or declaration of disaster by federal, state, or foreign government and the Program is cancelled (in whole or in part), it is understood and agreed that there shall be no claim for damages by me or on my behalf and the University’s obligations as to the Program shall be deemed waived by me. The University is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the University makes a flight arrangement. Any additional expense resulting from the above will be paid by me.

3) I understand and acknowledge that the University assumes no responsibility or liability for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries, losses, damages, weather, strikes, acts of God, circumstances beyond the control of the University, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, meals, transportation, or other service or for any substitution of hotels or of common carriers beyond the University’s control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, the University will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are at my risk entirely throughout the Program and any travel incident thereto. The right is reserved by the University, in its sole discretion, to cancel the Program or any aspect thereof prior to departure; and, in the University’s sole discretion, to require that all participants return to the United States if the University determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued.
4) The University reserves the right, in its sole discretion, to decline to accept or retain me in the Program at any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of the University, or any provision of du Lac: A Guide to Student Life, which I hereby agree shall apply to my conduct while I am abroad, I understand that I may be required to leave the Program in the sole discretion of the University, and I may be referred to the appropriate University officials for further disciplinary action. I understand and hereby acknowledge that I will be subject to discipline by the University, as well as by any institution I attend or in whose facilities I reside or learn in connection with the Program, if I violate either or both institution's rules, policies or student conduct codes. I hereby consent to the jurisdiction of all such institutions (including the University) to discipline me, separately and cumulatively, for any instance of misconduct which occurs during the Program or during my time abroad. I agree not to challenge in any forum or proceeding the authority or jurisdiction of the University to discipline me at any time for my misconduct abroad, during or in connection with the Program or any travel related thereto. I understand and hereby agree that the University, in its sole discretion, shall have the right to refuse to allow me to participate or continue in any course, activity or event it designates while I am abroad. In such an event, I agree to comply with the University’s directive and, upon receipt of notice from the University, to refrain from participation (or further participation) therein.

5) I hereby consent to allow the University or its employees, agents, representatives or designees to consent to the rendering of emergency medical treatment to me if I am unable to render such consent myself. This consent is not intended by me to create a 'special relationship' between the University and me, and I, individually and on behalf of my heirs, successors, personal representatives and assigns hereby release the University and its officers, trustees, employees, agents, affiliates and representatives from all liability for any injury or damage I sustain in the course of, or as a result of, any medical treatment decision(s), medical care, or medical treatment I receive (or fail to receive) in the country or countries in which I will be living or traveling, including but not limited to any claims, demands, costs, expenses, actions, judgments or damages sounding in tort, contract or otherwise (e.g., medical malpractice actions, actions relating to treatment that is not in accordance with U.S. or international health or medical standards and medical treatment decision or recommendation made (or not made) by an employee, agent or representative of the University). I understand and acknowledge that in the event of a medical emergency, which shall be defined by the University in its sole discretion, my emergency contact person and/or my parent(s) may be notified of the emergency and any relevant circumstances leading up to the emergency situation.

6) I understand and hereby acknowledge that I have received and reviewed the attached U.S. State Department Consular Information concerning travel to, in and around the country in which I will be traveling and that I am aware of and understand the risks and dangers of travel to, in and around this country. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks which could arise out of or occur during my travel to, from, in or around this country.

7) I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

Dated: ________________________________

_______________________________________  ______________________________________
(Signature) (Name Printed)
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, ____________________, am a student at the University of Notre Dame du Lac ("the University"). I have agreed to participate in an International Program in _______________ from ____________ to _______________, 2014. I understand and acknowledge that the Program is not supervised, sponsored, hosted, inspected or controlled by the University and that the University is merely providing some limited grant funding to help make it possible for me to participate in the Program. I am not required to participate in the Program. I understand and hereby acknowledge that my participation in the Program is wholly voluntary. In consideration of being allowed to participate in the Program, I hereby agree as follows:

1) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program, any related or independent travel, any activities or field trips (e.g., club activities or sports) irrespective of whether they are sponsored, supervised or controlled by the University in any manner.

2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the Program, any related or independent travel, any activities or field trips, irrespective of whether they are sponsored, supervised or controlled by the University.

3) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Indiana, U.S.A.; and I hereby consent, irrevocably, to the exclusive jurisdiction and venue of the State courts located in St. Joseph County, Indiana with respect to any dispute arising out of, related to or occurring during or in connection with the Program, this document or any accident, injury, damage or travel incident to the Program. I agree that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Dated: _________________________

____________________________________
Signature

____________________________________
Name (Printed)