

KETTERING UNIVERSITY

International/Study Abroad Office

ASSUMPTION OF RISK AND RELEASE FORM FOR STUDY ABROAD **(THIS IS A RELEASE OF LEGAL RIGHTS READ AND UNDERSTAND BEFORE SIGNING)**

Name of Applicant: _____

Date of Birth: _____

(If applicant is under 28 years of age, a parent or legal guardian must also read and sign this form)

Program: _____

I HEREBY AGREE AS FOLLOWS (INITIAL EACH PARAGRAPH):

1. **Risks of Study Abroad:** I understand that participation in the Kettering University Study Abroad Programs specified above (the Program): involves risk not found in study at the University. These include risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; different standard of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions; use of language other than English; and other matters described on a separate U.S. State Department Travel Advisor, which I have reviewed, and which is incorporated by reference in this Release Form. I have made my own investigation and am willing to accept these risks.
2. **Institutional Arrangements:** I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that the university is not responsible for matters that are beyond its control. I hereby release the University, its officers, employees, and agents from any injury, loss, damage, accident, delay or expense arising out of any such matters.
3. **Independent Activity:** I understand that the University is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any University supervised activities.
4. **Health and Safety:**
 - A. I have consulted with a medical doctor with regard to my personal medical needs and about the location(s) where the Program is to be offered. There are no health-related reasons of problems, which preclude or restrict my participation in this Program. If I have any health problems for which I require accommodation, I will notify the University and will provide documentation upon request.
 - B. I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during the Program, the University is not responsible for the cost or quality of such treatment or care. I have or agree to procure adequate insurance to cover emergency medical needs and evacuations or repatriation as mandated.
 - C. The University may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding my health and safety including sending me home from the location of the Program, I agree to pay all expenses relating thereto and release the University from any liability for any actions in this regard.
 - D. I am fully aware that overseas study programs can be physically and mentally rigorous and the possibility of illness, accident or death is always a concern. Furthermore, I am aware that Kettering University strongly recommends that I receive assurances from a physician regarding the rigors of travel as they relate to any special conditions and/or needs I may have. I understand that the Program does not routinely employ health professionals, and I recognize

that it is my responsibility and not the responsibility of the University to secure any physical or mental health support I may require while abroad.

E. I am fully aware that most U.S. health insurance coverage provides very limited coverage abroad and does not provide for direct payment for medical services abroad and that I likely will have to make payments and file a claim with my insurer upon my return to the U.S. Furthermore, I recognize that it is my responsibility, and not the responsibility of the University, to understand the limits of my major medical health insurance coverage and to ensure that my policy provides sufficient coverage for my needs and is effective during the entire period of my stay abroad and participation in the Program. I further hereby agree to indemnify, defend and save and hold harmless the AGREE TO INDEMNIFY, University from: any loss, liability, damage or costs, including court costs, and attorney's fees that may incur as a result of any claims, demands, actions, causes of action, damages, judgments, which arise out of, occur during, or are in any way connected with my participation in the Program or any related travel or activities.

5. Program Changes: The University has the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of the Program. If I leave or am expelled from the Program for any reason, there will be no refund of tuition fees already paid. I accept all responsibility for all transportation, room and board expenses, medical services, or other service fees that are part of the program. If I travel independently and fail to return to the Program location, or become sick or injured, I will at my own expense contact the International Director and reach the Program location as soon as possible.

6. Compliance with Rules: I understand that I am responsible for understanding and complying with the terms of participation in the Program, the applicable rules and regulations of the University, and the laws of the countries in sole discretion, it determines that I have failed to comply with the above conditions or that my actions and general behavior are detrimental to the Program.

Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release and indemnify the Board of Trustees of Kettering University, and its officers, employees and agents, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including periods in transit to or from any country where the Program is being conducted).

I have carefully read this Release Form and incorporated U.S. State Department Travel Advisory before signing below. No representations, statements, r inducements, oral or written, apart from the foregoing written statement, have been made.

This agreement shall become effective only upon receipt of my application by the University and shall be governed by the laws of the State of Michigan, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

x _____
Signature of Applicant Date

I (A) am the parent or legal guardian of the above Applicant; (B) have read the foregoing Release Form and incorporate documents (including such parts as may subject me to personal financial responsibility); (C) am and will be legally responsible for the obligations and acts of the Applicant as described in this Release Form; and (D) agree, for myself and for the applicant, to be bound by its terms. In addition, I agree to indemnify and hold harmless the Board of Trustees of the Kettering University, its officers and employees, from any liability resulting from any claim made against the by my child or by others because of my child's actions or omissions, and resulting from the child's allegation that the above agreement is void for being made by a minor, whether the claim is filed prior to or after reaching his or her majority.

X _____
Signature of Parent/Guardian Date