

Waiver & Release Form for Student Travel Participants



I hereby agree as follows:

1. **Risks of Study Abroad:** I understand and agree that participation in Saint Mary's College of California Study Abroad Program specified above (the "Program") involves risks not found in study at the College. 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 standards of design, safety and maintenance of buildings, public places and conveyances; and, local medical and weather conditions.
2. **Institutional Arrangements:** I understand and agree that the College does not represent or act as an agent for, and cannot control the acts or omissions of any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services involved in the Program. I understand that the College is not responsible for matters that are beyond its control. I hereby release the College from any injury, loss, damage, accident, delay or expense arising out of any such matters.
3. **Independent Activity:** I understand and agree that the College is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separate or absent from any College supervised activities.
4. **Health and Safety**

A. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems which preclude or restrict my participation in this Program.

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 College 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 College is not responsible for the cost or quality of such treatment or care.

C. The College may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release the College from any liability for any actions.

COVID-19, Viruses, Communicable Diseases, Health Emergencies and Pandemics

D. I understand that my participation in the Program including but not limited to my participation in international travel, host/community housing, and other activities, whether a part of the Program or engaged in on my own while participating in the Program, may increase my risk of exposure to COVID-19, as well as other viruses, communicable diseases and other types of illnesses. I understand that any such exposure may have the potential to cause bodily injury, sickness or death to me or those in my community. In keeping with the College's policies to mitigate such risks, and consistent with CDC guidance, and state regulations and

local health orders, I agree that I will comply with applicable health orders, guidance, directives and laws intended to mitigate the spread of infection or the effects of infection arising from exposure to COVID-19 or any other virus or infectious disease or pathogen.

E. I further understand that if there is any type of outbreak, whether COVID-19 or other health emergency or declared pandemic, in addition to potential health related damages, I may experience a loss of academic opportunity and financial harm due to disruption of the Program, and/or interruption to my participation in the Program. I understand that the College will not be financially liable for unrecoverable Program fees, Program cancellation, and/or travel costs and personal expenses related to Program cancellation or my interrupted participation in the Program.

F. I further understand that the Program may pivot from face-to-face teaching to remote learning with little to no notice in response to local and/or international orders arising from COVID-19 or other types of wide-spread infections. I understand that the Program may not be able to provide quarantine or isolation accommodations, and I accept sole responsibility for my residential accommodations should I be required to isolate or quarantine. I understand that as a further consequence, I may be evacuated, or be unable to evacuate, due to changing rules related to wide-spread health concerns and that the College is unable to predict or mitigate such developments.

G. I understand that upon my return from the Program, I may be required at my own expense to self-isolate or quarantine prior to rejoining the College campus community. I understand that I may be required to undergo testing at the Program's international sites, and/or upon my return to the College community at any point during and subsequent to my participation in the Program. I understand that the US Consular Services and American Citizen Services may not be available during my participation in the Program, and that travel to and from my Program site may be delayed, interrupted, or canceled at any time due to changing situations related to any health emergency response or declared pandemic and that local travel at my Program location may be interrupted or restricted at any time during my participation in the Program.

H. Knowing the risks associated with my participation in the Program, I am nevertheless, voluntarily participating in the Program with knowledge of the various risks involved, both physical and financial, and I hereby agree to assume those risks and to release and hold harmless the College, its trustees, officers, employees and volunteers acting on its behalf from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury suffered or sustained by me or my property while participating in the Program, or in transit related to the Program.

5. Standards of Conduct

A. I understand and agree that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I recognize that behavior which violates those laws or standards could harm the College's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.

B. I also will comply with the College's rules, standards and instructions for student behavior. I waive and release all claims against the College that arise at a time when I am not under the direct supervision of the College or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.

C. I agree that the College has the right to enforce the standards of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the Program or College, for violating these standards or for any behavior detrimental to

or incompatible with the interest, harmony, and welfare of the College, the Program, or other participants. I recognize that due to the circumstances of foreign study programs, procedure for notice, hearing and appeal applicable to student disciplinary proceedings at the College do not apply. If I am expelled, I consent to being sent home at my own expense with no refund of fees. If I elect not to return home immediately following any expulsion of me from the Program, I understand and agree that I do so entirely at my own risk and cost, and that the College has no further obligation or responsibility for my activities, well being, or health after the time of notice of such expulsion.

D. I will attend to any legal problems I encounter with any foreign nationals or government of the host country. The College is not responsible for providing any assistance under such circumstances.

6. Program Changes: The College has the right to make cancellations, substitutions or changes in case of an emergency or changed conditions or in the interest of the Program. I understand that the College's fees and program charges are based on current airfares, lodging rates and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.
7. Waiver and Release of Claims: 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 College and its officers, including but not limited to its trustee and regents, 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 or as a result of my participation in the Program (including periods in transit to or from any country where the Program is being conducted.)
8. Saint Mary's College Financial Obligation: I understand I am not eligible to travel until my College account is paid in full. In addition, I understand that if my total academic year course load, including study abroad courses, exceeds 9.5 course, I will be charged appropriate additional course fees.
9. Severability: I agree that, should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of the agreement will remain in full force and effect.
10. Scope: This agreement represents my complete understanding with the College concerning the College's responsibility and liability for my participation in the Program, and supersedes any previous or contemporaneous understandings I may have had with the College on this subject, whether written or oral.
11. Age: I represent that I am at least eighteen years of age, or, if not, that I have secure below the signature of my parent or legal guardian as well as my own. I have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or

written different from the foregoing written statement, have been made. This agreement shall become effective only upon receipt of my application by the College at its offices in Moraga, CA and shall be governed by the laws of the State of California, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

Signature of Student or Traveler

Printed Name of Student or Traveler

Date (MM/DD/YYYY)

Emergency Contact Information

Emergency Contact #1

Name: _____ Relationship: _____

Phone Number: _____ Email: _____

Emergency Contact #2

Name: _____ Relationship: _____

Phone Number: _____ Email: _____