

UNIVERSITY OF MAINE SYSTEM
TRAVEL ABROAD
RELEASE AND ASSUMPTION OF RISK

I, _____, of _____
(Name) (Address)

being ___ years of age (having been born on _____), acknowledge, declare and agree as follows:

1. That I have voluntarily agreed to participate in the _____, (the "Program") from _____, 20__ to _____, 20__, and in consideration of being permitted to participate in the Program, do voluntarily execute this "Travel Abroad Release and Assumption of Risk" on behalf of my self, my heirs and next-of-kin, my personal representatives and my estate.

2. That I have been fully informed of the nature, scope and demands of the Program, and I understand that the Program may include activities which could be dangerous to me and other participants and which could cause property damage, bodily injury and/or death.

*See below for specific risks and dangers of the Program

3. That the University of Maine System, and its University of _____ (hereinafter referred to as the "University"), has informed me that there may be dangers and hazards inherent to participants in the Program because of the activities and travel involved, and that I personally recognize and appreciate that such dangers and hazards exist. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me or which I may suffer or cause to others, and for all damages or loss to any personal property owned by me or damaged by me, while I am participating in the Program and during all travel and transportation, and, in furtherance thereof, I agree to indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, from and against any and all claims, demands, actions or causes of action, on account of damage or loss to my personal property, my personal injury or death, or the bodily injury, death or damage to personal property of others caused by me, which may occur or result directly or indirectly from my participation in the Program and not as a direct result of any negligent act of the University, its Trustees, faculty, employees, volunteers or agents.

4. I declare that I am able to physically withstand and cope with the indicated rigors of the Program with or without a reasonable accommodation. If an accommodation is needed, I will contact _____.

5. I acknowledge the following Medical Release: In traveling abroad, it may be difficult or impossible to secure medical care or consent thereto in a timely manner. Therefore, I authorize _____ and/or his/her designee to authorize any and all medical treatment deemed necessary in the event of my injury or illness. I acknowledge that I will be responsible for the payment of all fees, charges and other monetary items related to such treatment and/or care. I represent that I have obtained all health, accident and/or repatriation insurance I deem necessary. I further agree that I am responsible for my own medical needs during the trip or activity, that I will hold and appropriately use any over-the-counter or prescription drugs I may hold, purchase or otherwise deem necessary during the trip or activity. I acknowledge that the University, and the sponsors or directors of the Program, are not responsible for my medical needs or any medical treatments of any kind.

6. I understand I will be provided with an itinerary and orientation materials by the Program. I agree to carefully read those materials and attend any orientation sessions scheduled by the Program.

7. I understand that the University and the Program reserve the right to make cancellations, changes or substitutions to the Program at any time and for any reason, with or without notice, and that the University shall not be liable for any loss whatsoever to Program participants as a result of such changes. Should the Program be canceled or changed, refunds, if appropriate, will be made in accordance with University and Program policies, unless the cancellation or change is due to political, natural, technological or other events beyond the University's and/or the Program's control in which case only uncommitted and recoverable funds will be reimbursed to the participants.

8. I understand and agree that all students are subject to the University's and Program policies and rules, including, but not limited to, the University of Maine System Student Code of Conduct, and the laws, rules and regulations of the jurisdiction in which the Program is conducted. In the event of violation of any of the foregoing, or any other behavior which is detrimental to myself, other students, other persons, or to the Program, the Director of the Program (or designee) shall have the right to dismiss me from the Program and related activities. Neither the University nor the Program is responsible for the defense of a participant accused of violation of the laws, regulations, rules or customs of the jurisdiction in which the Program is conducted, or for the payment of any bail, fines or other penalties resulting from such violations. If I am dismissed from the Program, I will bear all responsibility and costs incurred to return home and will receive no refund.

9. I understand that the manufacture, distribution, possession, use or sale of controlled substances is defined by State and Federal law, or the laws of the jurisdiction in which the Program is conducted, and as such, is prohibited during travel, study and any Program activities. Participant understands that he or she will be directly subject to the laws and legal procedures as applied to the use, possession and distribution of illegal drugs as enforced by local authorities.

10. I understand that the University in no way represents, or acts as agent for any Host Institution, transportation carriers, hotels, and other suppliers of services or facilities connected with the Program. I further understand and agree that the University, its governing board, officers, administrators, employees, and agents are:

- A. Not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of any Host Institution, or any company, institution or person engaged in providing facilities or performing any of the services involved in the Program;
- B. Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; and
- C. Not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.

11. I acknowledge and agree to accept all responsibility for loss or additional expenses due to sickness, weather, strikes, or other unforeseen causes. I acknowledge and understand that the University assumes no liability whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings, and that I have retained adequate insurance or have sufficient funds to replace such belonging and will hold the University harmless therefrom.

12. At all times during my travel with the Program, I agree to be in possession of a valid United States of America passport, or, if not a U.S. citizen, a valid foreign passport or official travel document, and any visas or other immigration documents required for entry into a foreign country and re-entry into the United States. In the event that I am prevented from traveling with the group at any time due to my failure to be in possession of all necessary documents, I understand that I shall bear responsibility for all costs incurred to seek out, contact and reach the

group, obtain accommodations during periods of delayed departure from any location, or return home.

13. I understand that activities or independent travel conducted when I have free time before, during or after the Program, shall be unsupervised by the University, its agents or employees. I agree the University, its agents and employees shall bear no responsibility or liability for any injury, damage or loss suffered by me during such periods of independent activity or travel, and this Release shall remain in full force and effect during such times.

14. I agree that in the event I become detached from the group or am unable to remain with the group for any reason not within the control of the University, I will bear all responsibility and costs incurred to seek out, contact and reach the group at its next available destination, or return home.

15. I understand that if I voluntarily leave the Program for any reason, including, but not limited to, illness, I will be responsible for any and all costs associated with my return home and that there will only be a refund, if appropriate, in accordance with University and Program policies.

16. This "Release and Assumption of Risk" shall be construed and interpreted pursuant to the laws of the State of Maine, except that its conflicts of law provisions shall not apply, and if any portion thereof is held invalid, void, unenforceable or illegal, the remainder shall continue in full force and effect.

I DECLARE THAT I COMPLETELY UNDERSTAND AND HAVE FULLY INFORMED MYSELF OF THE TERMS AND CONDITIONS OF THIS "TRAVEL ABROAD RELEASE AND ASSUMPTION OF RISK" BY HAVING READ IT, OR HAVING IT READ TO ME, BEFORE SIGNING AND I INTEND TO BE FULLY BOUND THEREBY.

Assented and agreed to on this ___ day of _____, 20__.

Signature of Participant

I, _____, the parent or legal guardian of _____, agree, in consideration of my child being permitted to participate in the Program, to be bound by the terms of this Release and Assumption of Risk and hereby indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, in the same manner and with the same force and effect as set forth in section 3 above with regard to my child participating in the Program.

Parent or Guardian Signature
(if participant under the age of 18 years)

* Such dangers, hazards and risks of this activity may include, but are not limited to, injuries inflicted by the following: