

AGREEMENT AND GENERAL RELEASE



WHEREAS, Hood College offers a travel-study program within the United States to qualified students of Hood College as well as to qualified students from outside institutions (“the Program”); and **WHEREAS**, _____ (“Participant”), voluntarily desires to participate in the Program; **IT IS HEREBY AGREED** by and between the Participant, the Participant’s Parent or Legal Guardian if Participant is under the age of 18, (collectively “the Undersigned”) and Hood College as follows:

1.0 Participation in the Academic Program

The Undersigned have been informed by Hood College of the scope and focus of the Program, eligibility requirements, costs, registration procedures, travel, itinerary, logistics, terms of cancellation, academic context, and credit. By signing this Agreement and General Release, the Undersigned acknowledge that they have fully educated themselves as to the details of this Program and agree to abide by its terms. It is expressly acknowledged that the Participant is not required to participate in the Program. In consideration of the Undersigned’s execution of this Agreement and General Release and their agreement to be legally bound by the terms, Hood College will permit the Participant to enter into the Program subject to the provisions set forth herein.

2.0 Waiver of Hood College’s Liability for Risks and Dangers

The Undersigned understand that there are certain dangers, hazards, and risks inherent in any travel and the activities included in the Program, including but not limited to risks of injury, permanent disability or death, property damage, and severe social or economic loss, which may result from the actions, inactions, or negligence of the Participant or others, weather conditions, conditions of equipment used, differing social cultures, national and local laws, sickness, weather, strikes, natural disasters, civil unrest or hostilities, terrorist activities or acts of war, and that Hood College cannot and does not assume responsibility for any such personal injury, property damage, or other loss.

3.0 Participant Responsibility for Medical Needs

The Undersigned assure Hood College that the Participant has consulted with a medical doctor with regard to the Participant’s personal medical needs such that the Undersigned can and do further state that there are no health-related reasons or problems which preclude or restrict the Participant’s participation in the Program. The Undersigned are aware of all applicable personal medical needs, as well as having arranged for adequate hospitalization insurance to meet any and all needs for payment of hospital costs while the Participant is undertaking the Program. The Undersigned agree that Hood College cannot be and is not responsible for attending to any of the Participant’s medical or medication needs, that the Undersigned assume all risk and responsibility therefore, and that if the Participant is required to be hospitalized at any time during the Program, Hood College cannot and does not assume any legal responsibility for payment of such costs.

4.0 Participant’s Life, Health, and Property Insurance

The Undersigned are aware that there are other potential risks in which the Participant may be placed or in which the Participant may place himself or herself during the Program which neither the Undersigned nor Hood College are able to foresee at this time. The Undersigned are aware that life, health, and property insurance is sold by American companies in order to remove such risks and pool such risk of loss with others.

5.0 Hood College's Rights and Powers

- 5.1 Hood College reserves the following rights and powers:
- 5.1.1 The right to cancel the program without penalty;
 - 5.1.2 The right to alter or withdraw any part of the Program and to make any alterations, deletions, or modifications in the itinerary and/or academic program as deemed necessary by Hood College or by the course instructors as agents of Hood College.
- 5.2 The Undersigned have made themselves aware of the rules and regulations as contained in the Hood College Student Handbook and all relevant Hood College travel study documents. The Participant agrees to uphold individual and group standards appropriate to the cultural setting of the Program. If the Participant's actions violate local or national laws and/or Hood College or host institution regulations, or are judged to be injurious to the Program and/or seriously offensive to the host institution, and/or damaging to the reputation of Hood College, the Participant acknowledges that the faculty director(s) has the right, after consultation with the Provost and the Dean of the College to terminate the Participant's enrollment in the Program without refund of tuition nor fees and to return the participant to his/her home state at his/her own expense. The Undersigned understand that military actions, terrorist threats, labor strikes, civil unrest, and natural disasters as well as other situations which are disruptive to the learning environment and/or the life of and safety of the program group may result in an alteration in the Program itinerary. The Undersigned agree to accept financial responsibility for the Participant that may result from such a change in the Program itinerary and agree to follow the leadership and direction of Hood College in the decision to change travel plans.

6.0 Potential Travel and Accommodation Problems

- 6.1 The Undersigned acknowledge and agree to accept all responsibility for loss or additional expenses due to delays or other changes in transportation due to sickness, weather, strikes, or other unforeseen causes. The Undersigned acknowledge and understand that Hood College assumes no liability whatsoever for any loss, damage, destruction, theft, or the like to the Participant's luggage or personal belongings, and that the Participant has retained adequate insurance or has sufficient funds to replace such belongings and will hold Hood College harmless therefrom. The Undersigned acknowledge and understand that in the event the Participant becomes detached from the program group, fails to meet a departure van or becomes sick or injured, the participant will bear all responsibility to seek out, contact, and reach the program group at its next available destination; and that the participant shall bear all costs attendant to contacting and reaching the field trip group at its next available destination. The Undersigned acknowledge and understand that there are risks associated with operating a motor vehicle while participating in the Program and that Hood College assumes no liability whatsoever for any death, injury, damage, loss, accident, or delay resulting from the Participant's operating a motor vehicle while participating in the Program. All services and accommodations are subject to the local laws of the area in which they are provided.
- 6.2 The Undersigned understand that Hood College in no way represents or acts as agent for the transportation carriers, hotels, and other suppliers of services connected with the program. The undersigned further understand and agree that Hood College, its governing board, employees, and agents are:
- 6.2.1 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 by any company or person engaged in providing or performing any of the services involved in the Program;

- 6.2.2 Not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.

7.0 Legal Problems

The Undersigned acknowledge and understand that should the Participant have or develop legal problems while participating in the Program, the Participant will attend the matter personally with the Participant's own personal funds. Hood College is not responsible for providing any assistance under such circumstances.

8.0 Conduct of the Participant

The Undersigned are aware of the means by which sexually transmitted diseases are contracted and recognize the inherent risks of unprotected sexual activity and intravenous drug use. The Undersigned are aware of the health, safety, and legal implications associated with the use of alcohol and drugs and will educate themselves, prior to departure, as to the local laws of each area visited. The Undersigned acknowledge and understand that Hood College assumes no liability whatsoever for any death, injury, loss, damage, harm, accident, or delay resulting from the Participant's conduct as described in the subparagraph 8.0.

9.0 Governing law

The Undersigned agree that this Agreement and general Release shall be construed in accordance with the laws of the State of Maryland, which shall be the forum for any lawsuits filed under incident to the Agreement and General Release or the Program. The terms and provisions of this Agreement and General Release shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement and General Release, the validity of the remaining portions shall not be affected thereby.

10.0 Assumption of the Risks Involved

- 10.1 Knowing the dangers, hazards, and risks described herein, or otherwise associated with participation in the Program, whether foreseen or unforeseen, and in consideration of being permitted to participate in the Program, the undersigned, on behalf of the Participant's family, heirs, and personal representative(s), agree to assume all risks and responsibilities surrounding Participant's participation in the Program, including transit to, during, and from the Program, and to forever discharge, release, and waive any claims against Hood College, its governing board, employees, and agents for any and all liability related to any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which the Participant may have or which may hereafter accrue to the Undersigned, arising out of or related to any loss, damage, or injury, including but not limited to, suffering and death, that may be sustained by the participant or by any property belonging to the Participant, except for loss or injury arising out of the sole negligence or willful misconduct of Hood College, its governing board, employees, and agents.
- 10.2 The Undersigned understand and agree that Hood College, its governing board, employees, and agents do not have medical personnel available at the location of the Program, during transportation, or anywhere in the host institutions. The Undersigned understand and agree that Hood College, its governing board, employees, and agents are granted permission to authorize emergency medical treatment, if necessary, and that such action by Hood College, its governing board, employees, and agents shall be subject to the terms of this Agreement and general Release. The undersigned understand that Hood College, its governing board, employees, and agents assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

11.0 Other Claims

It is the Undersigned's expressed intent that this Agreement and General Release shall bind the members of the undersigned's family and spouse, if participant is alive, and Participants' family, estate heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a Release, Waiver discharge, and Covenant not to sue the above-named Hood College, its governing board, employees, and agents.

12.0 Age of Participant

The Undersigned state that Participant (check one) is ___ or is not ___ at least eighteen (18) years of age and fully competent to sign this Agreement.

13.0 Entire Agreement

In signing this Release, the Undersigned acknowledge and represent that the Undersigned have become fully informed of the content of this Agreement and General Release by reading it before signing it and that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

**THIS IS A RELEASE OF LEGAL RIGHTS.
READ AND UNDERSTAND BEFORE SIGNING.**

SIGNED: _____ Date: _____
Participant to sign in the presence of notary.

_____ Date: _____
Co-Signature of Parent or Guardian if participant is under 18 years of Age.