

Rochester Institute of Technology

AGREEMENT FOR STUDY ABROAD (AFFILIATED PROGRAM)

This document includes an **assumption to risk** and **release of liability**.
It could affect your legal rights. Read it carefully before signing.

I am intending to participate in the following Program for study abroad:

Name of Program: _____

Sponsoring college/university: _____ (“Sponsor”)

Country (or countries): _____

On these dates: _____ through _____.

I understand that for my successful completion of the Program Rochester Institute of Technology (“RIT”) is prepared to continue my enrollment and offer me corresponding academic credit for studies not in residence. One of the conditions for this is that I read, understand, and sign this document for RIT’s protection against potential liabilities.

I acknowledge that RIT does not itself operate the Program, nor does it (beyond the acceptance of academic credit for work successfully completed) endorse the Program, the Sponsor, the operators of the Program (“Operators”), or those who furnish goods or services under the Program (“Providers”). RIT is not itself an agent of the Sponsor or any Operator or Provider, nor is the Sponsor or any Operator or Provider an agent of RIT.

Assumption of Risk. I understand that participation in the Program entails significant risks. Travel can result in injury or death. I may become ill while I am in the Program and require medical attention in a country where health care does not meet the same standards as in the United States. My personal effects or other property may become lost, stolen, or damaged by casualty. I may become exposed to unhealthy conditions, to natural disasters, or to negligence or intentionally harmful acts of others. I may be the object of anti-American sentiment or the victim of criminal acts, acts of war, or terrorism. These and other significant risks, including (but not limited to) all of the risks disclosed to me by the Sponsor, or any Operator or Provider, are part of what I am willing to assume voluntarily in order to participate in the Program.

Release. In consideration for RIT allowing me to continue my enrollment and earn credit for the successful completion of academic requirements of the Program, I agree that I will not take legal action against RIT or any of its trustees, officers, employees, agents, contractors or volunteers (“Releasees”) for any property loss or damage, personal injury, or bodily injury, including death, that I might sustain as a result of my participation in the Program. **I hereby release the Releasees from any and all liabilities, claims, demands, causes of action, costs and expenses of any nature whatsoever arising out of or relating to such participation.** I except from the foregoing only those losses, injuries or claims that I can show were the result of the gross negligence or willful misconduct of the Releasees themselves.

Indemnification. If any third party should bring legal action against any of the Releasees as a result of my participation in the Program, I agree to indemnify those Releasees and hold them harmless from any loss, liability, damage and cost (including attorney's fees), that they may incur. Again, I except only those claims that I can show were the result of the gross negligence or willful misconduct of the Releasees themselves.

Representations. I represent that I am in a physical condition that will allow me to participate in the Program without undue risk to myself or others and that I have medical insurance that will cover me for accidents and illnesses while I am participating in the Program. I am able to and do assume full responsibility for my own health, well-being and payments for medical care, legal services, emergency transportation and other needs that might arise while I am on the Program and am not looking to RIT to assume any such responsibility. I understand that RIT is acting in reliance on these representations.

Conduct. I understand that all RIT students who are studying abroad remain subject to its academic and disciplinary rules and regulations. This includes academic failure or conduct in violation of the standards established for RIT students in its handbook on Student Rights and Responsibilities and elsewhere.

Financial. Any payments made to RIT in connection with the Program are for the purpose of maintaining my enrollment as an RIT student and for the opportunity of obtaining academic credit at RIT should I earn it under the Program. RIT is not in any way responsible for the failure of the Sponsor or any Operator or Provider to meet its promises or other obligations to me under the Program. RIT shall have no obligation to refund money to me in the event of such a failure. With respect to any funds that I might pay to RIT for payment over the Sponsor or any Operator or Provider, RIT's obligations to me are fully and forever discharged when RIT pays over the funds.

I expressly intend that this Agreement shall bind the members of my family, my estate, heirs, administrators, assigns and personal representatives.

This Agreement will be governed by the laws of New York without regard to choice of law principles. Any legal actions arising from or incident to this Agreement shall be brought and tried in the courts in Monroe County, New York. If any part of this Agreement is held to be unenforceable, the remainder shall not be affected.

I am at least eighteen years of age, have read this document and understand it, and sign it voluntarily.

Signature: _____

Print Name: _____

Date: _____