

Rochester Institute of Technology

AGREEMENT FOR STUDY ABROAD (RIT 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 department: _____

Contact person: _____

Country (or countries): _____

On these dates: _____ through _____.

I understand that Rochester Institute of Technology ("RIT") is offering to me an opportunity to participate in the Program subject to certain conditions that make this opportunity possible. One of those conditions is that I read, understand, and sign this document. I do so voluntarily to further my education at RIT, which I have freely chosen to undertake.

Third Party Providers. I acknowledge that much of what I experience on the Program will be provided to me by independent third parties, such as transportation companies, hotels, restaurants, tour operators, and other providers of goods and services ("Providers"). These Providers are not agents of, or represented by RIT, and RIT is not liable for the negligent or otherwise wrongful acts or omissions of these third party Providers.

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 different standards of sanitation, to unfamiliar laws, 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 also (but not limited to) the risks, if any, specially disclosed to me by RIT's sponsoring department or by any Provider, are part of what I am willing to assume voluntarily in order to participate in the Program.

Release. In consideration for this opportunity to participate in 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. 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 am responsible for learning about any particular biomedical hazards that might be encountered in the country or countries I will visit and for consulting with my own health care providers regarding appropriate means of avoiding or minimizing the risk of resulting illness or injury. I understand that RIT is acting in reliance on these representations and those set forth below regarding the required maintenance of insurance.

Emergency Medical Treatment. If I am unable to do so myself, I authorize administrators of the Program to seek and obtain emergency medical treatment on my behalf, and agree that their actions in this regard are subject to the releases and other limitations of liability set forth in this document. The Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical care.

Program Changes / Cancellation. I understand the RIT reserves the right to make cancellations, changes or substitutions in the Program in cases of emergency or changed conditions, or in the best interest of the whole group of participants. Should RIT cancel the Program, full refunds will be made unless the cancellation is due to political conditions, natural disasters or other events substantially beyond the control of RIT, in which case RIT will be able to refund only uncommitted and recoverable funds.

Withdrawal. I understand that if I withdraw from the Program at any point for any reason, RIT's policy on tuition refunds will apply unless prior to my payment of Program tuition and other expenses an alternate refund schedule is given to me by the RIT sponsoring department.

Insurance. I understand that RIT requires that I maintain medical insurance while I am participating in the Program. RIT also requires that if I plan to operate a motor vehicle that I obtain automobile insurance that will cover me in the applicable foreign country or countries. I acknowledge that RIT recommends that I obtain personal property insurance to cover any losses to my personal property while I am on the Program because RIT is not an insurer against loss, theft or damage to such property.

Conduct. I understand that I am subject RIT's regulations and Program guidelines and the laws of the host country or countries. If I violate any of these, or I sustain academic failure, or I exhibit behavior which is considered by RIT to be detrimental to myself, other students, the Program or RIT, then RIT shall have the right to dismiss me from the Program while retaining my payment of tuition and other fees. I understand that I will be responsible for any extra expense I may incur as a result of this dismissal. I understand further that as a participant in the Program, I will be viewed as an ambassador of RIT and my country, and I pledge to deport myself in a manner that reflects favorably on both.

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, knowing that in doing so I am granting a release of liability and affecting other legal rights I may otherwise have or acquire.

Signature: _____

Print Name: _____

Date: _____