

## VOLUNTARY ASSUMPTION OF RISK, RELEASE OF LIABILITY AND STANDARDS OF CONDUCT FOR DOMESTIC STUDY AWAY TRAVEL

## CAUTION: THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND IT BEFORE SIGNING. KEEP A COPY FOR YOUR RECORDS.

Brookdale Community College is a non-profit educational institution. References to Brookdale Community College ("College") include Brookdale Community College, its officers, officials, employees, volunteers, students, agents, and assigns.

I (print your name) \_\_\_\_\_\_, freely choose to participate in the <u>ARIZONA</u> study away program (henceforth referred to as the Program). In consideration of my voluntary participation in this Program, I agree as follows:

RISKS OF TRAVEL/STUDY/WORK AWAY: I understand that my participation in the College Program specified above involves risk not found in activities at College. These risks include traveling to and from and within the United States; different political, legal, social, transportation, health and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local medical facilities and providers; and local weather conditions.

INSTITUTIONAL ARRANGEMENTS: I understand that the College is not an agent of, and has no responsibility for, any third party which may provide any services including food, lodging, travel, or other goods or services associated with the Program. I understand that the College is providing these services only as a convenience to participants and that accordingly, the College accepts no responsibility, in whole or in part, for delays, loss, damage or injury to persons or property whatsoever, caused to me or others prior to departure, while traveling or while staying in designated lodging. I further understand that College is not responsible for matters that are beyond its control.

PROGRAM CHANGES: I acknowledge that the College reserves the right to cancel the Program without penalty or to make any modifications to the itinerary and or academic program as deemed necessary by College at any time. The College may, in its sole discretion, determine that circumstances within a foreign country may require the cancellation of the Program within that country. The College will give prompt notice of program cancellation. I also understand the College, program providers, or the foreign government may prematurely terminate the Program. I accept responsibility for loss or additional expenses incurred due to unexpected delays or other changes in the means of transportation, other services, sickness, weather, strikes, program delay or cancellation, or other unforeseen circumstances.

INDEPENDENT ACTIVITY: I understand that the College is not responsible for any loss or damage I may suffer when I am traveling independently or I am otherwise separated or absent from any College activity. I understand that neither the College, nor program leaders, or tour arrangers will be supervising me at all times. I will have the opportunity to independently leave the group periodically, subject to program leaders' requirements for participation in and attendance at required classes and other activities. In addition, I understand that any travel that I do independently on my own before, during or after the College sponsored Program is entirely at my own expense and risk.

HEALTH AND SAFETY: I have consulted with a medical doctor with regard to my personal medical needs and a dentist with regard to my dental needs. I state that there are no health-related reasons or problems that preclude or restrict my participation in this Program. I have obtained the required immunizations, if any. I understand that I am required to carry medical insurance valid in the Program location for the duration of my participation in the Program.

I understand that I may be required to pay up front for my medical expenses that I incur while traveling. Further, I understand that I am responsible to submit any medical receipts to my insurance carrier upon my return. 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 thereof. I hereby give permission to the College to secure medical care should I become unable to request same of my own volition. I also agree in advance to assume all financial obligations for medical care on my behalf. In case the College secures medical care during my participation in this Program, I authorize in advance the representative of the College to secure whatever treatment is necessary, including the administration of an anesthetic and surgery. 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 acknowledge that this authorization may not be honored in the local environment. I agree to pay all expenses relating thereto and release College from any liability for any actions.

STANDARDS OF CONDUCT: I agree to abide by the College's Code of Student Conduct, policies and procedures of host institutions, providers and local laws and customs of the host environment. I understand that behavior which violates these regulations, policies, procedures, laws or standards could harm the College's relations with our hosts, the local community and the institutions therein, as well as my own health and safety and could result in my expulsion from the Program.



I will attend to and assume responsibility for any legal issues or problems I encounter during my participation in the Program. The College is not responsible for providing any assistance under such circumstances.

EARLY DEPARTURE: If I decide to leave the Program before its completion, I will provide the College with advance written notice of my intention to leave the Program. If I leave the Program prior to its completion, the College has no liability to provide or arrange for transportation, housing, dining or other services to me in connection with my early departure.

If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid and I will be expected to return home at my own expense. The College bears no liability for any losses, expenses or claims incurred by me in connection with my own early termination from the Program or the College's termination of my participation in the Program.

If I decide to remain after receiving notice of the College's intent to terminate the Program or if I'm expelled from the Program, I bear complete responsibility and liability for my own care and safety.

TRAVEL CHANGES: If I become separated from the Program group, fail to meet a departure airplane, bus, or train, or become sick or injured, I will, to a reasonable extent, and at my own expense seek out, contact, and reach the Program group at its next available destination.

PROGRAM CHARGES: I am responsible for any and all required payments and charges applicable to the Program. I understand the Program's cancellation policies and fees and agree to abide by them.

RELEASE OF INFORMATION: I grant permission to the College to disclose any and all information relating to my participation in the Program to persons reasonably believed to be my parents or spouse or legal guardian and to medical personnel if I unable to request medical care of my own volition.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY: Knowing the risks described above, and in voluntary consideration of being permitted to participate in the Program, I agree to release, indemnify, and defend the College and their officials, officers, employees, agents, volunteers, sponsors, and students from and against any claim which I, the participant, or any other person may have for any losses, damages or injuries arising out of or in connection with my participation in this Program.

SIGNATURE: I indicate that by my signature below that I have read the terms and conditions of participation and agree to abide by them. I have carefully read this Release Form and acknowledge that I understand it. No representation, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This Release Form shall be governed by the laws of the State of New Jersey which shall be the forum for any lawsuits filed under or incident to this Release Form or to the Program. If any portion of this Assumption and Release Form is held invalid, the rest of the document shall continue in full force and effect.

Signature of Program Participant

I, (a) am the parent or legal guardian of the above named participant; (b) have read the foregoing Assumption of Risk and Release Form (include such parts as may subject me to personal financial responsibility), (c) am and will be legally responsible for the obligations and acts of the participant as described in the Assumption of Risk and Release Form, and (d) agree for myself and for the student to be bound by its terms.

Parent/Guardian Signature

This signature is only necessary if the participant is considered a dependent for federal income tax or financial aid purposes.

## Upload this form securely to:

<u>https://contentportal.brookdalecc.edu/xfp/form/20</u>. You will need to sign in using your Brookdale NetID credentials. There is no need to register for a new account. If a response is required, please allow 5-7 working days for review.

Date

Date