

NIAGARA UNIVERSITY

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Student's Name: _____ Dates of Program: _____ to _____
Guardian (if < 18): _____ Relationship: _____
Student's Address: _____ Guardian Address: _____
Host Institution: _____ Location: _____

Student may hereinafter be referred to as "Participant". "Undersigned" shall refer to Student and Guardian if applicable. "Institution" shall refer to Niagara University

1) Participant's Desire to Participate in the Academic Program

Participant is a student qualified for, accepted, and now attempting to complete enrollment in an internship program arranged through the Institution and offered by a Host Institution in another city or an academic program of the Institution at a location other than the Niagara University, New York campus. Both arrangements are referred to as the "Program". It is expressly acknowledged that Participant is not required to participate in the Program.

2) Waiver of Institution Liability for the Risks and Dangers

The Undersigned understand that there are certain dangers, hazards, and risks inherent in international or domestic travel and the activities included in the Program could include exposure to serious or even mortal injuries and property damage. Neither the Institution and its agents nor Host Institution and its agents assume any responsibility for any such loss and the Undersigned waives and releases any and all claims against the Institution for any injury, accident, damages or losses including, but not limited to, those caused by any vehicle, act of war, weather, strike, sickness, quarantine, social or labor unrest, terrorist activity, government restriction or regulation or stemming from any act or omission of any airline, railroad, hotel, bus company, taxi service, school, college, or other firm, agency (government or private), company or individual. Undersigned acknowledges that certain insurance companies do offer insurance against some of the perils noted, and that Undersigned may opt to insure Participant.

3) Participant Responsibility for Medical Needs

a) The Undersigned confirm that Participant has consulted with a medical doctor with regard to personal medical needs such that the Undersigned states that there are no health-related reasons or problems that preclude or restrict Participant's participation in the Program.

b) The Undersigned is aware of all applicable personal medical needs, and has arranged for adequate hospitalization insurance to meet any and all needs for payment of hospital costs while undertaking this Program. The Undersigned agree that Institution is not responsible for attending to any of Participant's medical needs, that the Undersigned assumes all risk and responsibility therefore, and that if Participant is required to be hospitalized during this Program, the Institution does not assume any legal responsibility for payment of such costs.

4) Disclaimer of Institution Responsibility

a) The Undersigned accepts full financial responsibility for all expenses incurred by the Participant's participation in the Program, including all program and instructional costs including, but not limited to, fees, tuition, room and board, travel, insurance and such other costs owed either to Institution, and/or the Host Institution, and/or any other agent providing services to the Participant in this Program. If the Participant is the beneficiary of financial aid from any source, the Participant understands that his or her personal financial responsibility supersedes the expectation or actuality of any disbursement of said financial aid and that ultimately the Participant is fully responsible for payment of the above-described items

b) The Undersigned understand that Institution in no way represents or acts as agent for the Host Institution, transportation carriers, hotels, or other suppliers of services connected with this Program. The Undersigned further understands and agrees that

Institution, its governing board, employees, and agents are:

i) Not responsible or liable for any injury, damage, loss, accident, delay or other irregularity caused by a defect in any vehicle or the negligence or default of the Host Institution, or any person or company that provides any of the services involved in the Program;

ii) Not responsible for losses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes;

iii) Not responsible for any disruption of travel arrangements, or any additional expenses attributable thereto.

5) Institution's Rights and Powers

a) Institution reserves the following rights and powers:

i) The right to cancel the Program without penalty;

ii) The right to withdraw any part of the Program and to make any alterations, deletions or modifications to the itinerary and/or Program deemed necessary by the Institution or course instructors;

iii) The right to terminate Participant's participation in the program with no refund of monies paid. In the event of termination, Participant agrees to be sent home at Undersigned's expense

b) Institution publicity material or that of its Host Institution may include statements and/or photographs of Participants, and Participant consents to use of comments and photographic likeness

6) Potential Travel and Accommodation Problems

a) The Undersigned acknowledges and agrees to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. The Undersigned acknowledges and understands that Institution assumes no liability whatsoever for any loss, damage, destruction, theft or the like to Participant's luggage or personal belongings, and that Participant has retained adequate insurance or has sufficient funds to replace such belongings and will hold Institution harmless there from.

b) The Undersigned acknowledges and understands that in the event Participant becomes detached from the Program group, fails to meet a departure vehicle, or becomes sick or injured, Participant will bear all responsibility to seek out, contact, and reach the Program group at its next available destination; and that Participant shall bear all cost attendant to such contact and travel.

c) All services and accommodations are subject to the laws of the country in which they are provided.

d) If deemed necessary or desirable by Institution or its agents, the Undersigned authorizes the transport of Participant back home by commercial airline or other accessible conveyance, and the Undersigned assumes responsibility for the expenses involved. Any funds advanced for any purpose will be reimbursed upon demand by the Undersigned.

7) Legal Problems.

The Undersigned acknowledges and understands that should Participant have or develop legal problems, Participant will attend to the matter personally with Participant's own personal funds. Institution is not responsible for providing any assistance under such circumstances.

8) Acceptable Conduct by Participant

a) The Undersigned is aware of the expected behavior of Participant while participating in this Program. The Undersigned is aware that, as a guest of a Host Program, there is certain behavior that is unacceptable and could lead to possible disruption of Participant's participation in the Program. The Undersigned assures Institution that Participant shall act in an appropriate manner at all times. Participant understands that this is an organized program of study and that group standards must be observed. Except for those periods designated as free time, Participant will at all times remain under the supervision of Institution or its agents/Host Institution and Participant will comply with the requirements for student behavior

b) Participant hereby waives and releases any and all claims against Institution and its agents arising out of Participant's failure to remain under such supervision or to comply with such requirements.

c) Participant agrees that Institution, its agents, Host Institution, travel facilitator, etc., have the right to terminate Participant's participation for failure to maintain standards or for any actions or conduct which Institution and any of its agents find incompatible with the interest, comfort or welfare of other students.

d) On group tours or other activities arranged by the Institution or its agents or Host Institution, Participant will accept the will of the majority whenever a choice is presented to the group.

9) Governing Law; Forum.

a) The Undersigned agrees that this Agreement shall be construed in accordance with the laws of the State of New York, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Program and these legal actions must be brought in a court of law in Niagara County, State of New York.

b) The terms of this Agreement 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 the validity of the remaining portions shall not be affected thereby.

c) Where appropriate, words used in the singular include the plural and words used in the plural include the singular

10) Assumption of the Risks Involved.

a) Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Program, the Undersigned, on behalf of Participant's family, heirs, and personal

representatives, agrees to assume all the risks surrounding Participant's participation in the Program, the transportation, and in any activities undertaken in conjunction therewith, and in advance releases, and forever discharges, releases, waives and covenants not to sue Institution, its governing board, officers, agents, employees, Host Institution or other facilities here and abroad, or any students acting as employees ("Releasees"), from any liability for any harm, injury, damage, claims, demands, causes of action, costs, and expenses of any nature whatsoever which Participant may have or which may hereafter accrue to the Undersigned, arising out of or related to any loss, damage, or injury that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from the location where the Program or any adjunct to the Program occurs.

b) The Undersigned understands and agrees to release and indemnify the Releasees with regard to any financial obligations or liabilities that the Undersigned may incur personally or any damage resulting from participation in this Program. The undersigned agrees to defend, indemnify and hold harmless Niagara University, its trustees, officers, employees and agents, from and against any and all claims, proceedings, liabilities, losses, demands, costs and expenses, including reasonable attorneys' fees, employees or agenda, arising out of or in connection with this Agreement

c) The Undersigned understands that Releasees do not have medical personnel available at the location of the Program, during transportation, or anywhere off campus. The Undersigned understands and agrees that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. The Undersigned understands and agrees that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such emergency medical treatment.

d) It is the Undersigned's express intent that this release and hold harmless agreement shall bind the Undersigned's spouse, family, estate, heirs, administrators, personal representatives, or assigns, and shall be deemed as a Release, Waiver, Discharge, and Covenant not to sue the above-named Releasees. The Undersigned agree to save and hold harmless, indemnify, and defend Releasees from any claim by the Undersigned or Participant's family, arising out of Participant's participation in the Program.

e) In signing this Release, the Undersigned acknowledges and represents that the Undersigned is fully informed of the content of this waiver of liability and hold harmless agreement **by reading it before signing it**, and signing this document is the Undersigned's own free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made

f) The Undersigned execute this release for full, adequate, and complete consideration fully intending to be bound by the same,

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

I have read the terms and conditions set forth in the Institutions descriptive information on this program, and I agree that they constitute a part of my agreement with Niagara University. I understand and agree to all of the Institution's terms as set forth in the descriptive information and on both sides of this Release form. I understand that this agreement shall take force only upon acceptance by the Institution, and/or the Institution permitting me to participate in the Program.

Signature of Applicant _____ Date _____

I certify that I am the parent or guardian of the above-signed applicant and that I have read the foregoing Release and examined the information in the program description. I hereby join in each and every part of the Release, including such parts as may subject me to personal financial responsibility, and hereby relinquish any claim that I may have against Niagara University or its agents (as set forth above), both on my own behalf and in my capacity as legal representative of the applicant, including without limitations any claim arising as a result of the applicant's leaving the supervision of Niagara University, its agents or Host Institution in the United States.

Signature of Parent/Guardian _____ Date _____