STUDENT ASSUMPTION OF RISK AND RELEASE FORM

THIS IS A LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

This document pertains to the study abroad/away program or activity of Wake Forest University (Wake Forest) and/or to the non-Wake Forest University study abroad/away program or activity at a non-Wake Forest University site. Throughout this document, the study abroad/away program or activity will be referred to as the “Program.” In the case of Wake Forest University programs, the Program may refer to for example: study abroad program, study away program (e.g. Wake Washington), international service trip, individual research, Richter or Carswell Scholarship, etc.

Name of Program: ___________________________ Faculty/Staff/Group Leader: _______________________

Name of Student: ___________________________ Expected date of Graduation ____________

Last/First/Middle Student ID ___________________________ e-mail ___________________________

Location: ___________________________ Approximate date(s): ______________________

In consideration of the opportunity to participate in the Program, the undersigned agrees to the following:

1. **Voluntary Participation.** I am a student at Wake Forest, or a student from an affiliated institution and request permission from Wake Forest to participate in the Program. I fully realize that this Program is not necessary for the achievement of my degree and that I am not being forced in any way to take part in this Program. I voluntarily choose to participate in this Program.

2. **Risks of Program.** I understand that this Program may involve international travel, studying and living away from the Reynolda Campus and living in a foreign country or new city, and exposes me to certain risks and dangers. Some of these risks include, but are not limited to, the following:
   * the hazards of travel by airplane, boat, train, bus, car, or other forms of transportation
   * different or unstable political, legal, social and economic conditions
   * local health and weather conditions
   * the potential of criminal or injurious acts by others, including terrorism
   * physical exertion or emotional distress associated with length of travel, study, or activities undertaken while abroad/away
   * exposure to infectious, communicable and other diseases, including but not limited to, COVID-19
   * loss of valuable personal property
   * injury resulting in serious, permanent physical injury, or even death, resulting from accident, natural disasters or acts of God; from strikes, war, quarantine or government restrictions; or from medical care or treatment received while abroad/away
   * lack of competent medical services
   * and also any risks specific to this Program as explained in a pre-departure travel brief

I understand and assume these risks.

3. **Fitness to Participate.** Understanding the above-mentioned risks, and understanding that participation in this Program may subject me to physical exertion, I hereby state that (unless I have informed Wake Forest otherwise in writing) I am physically fit to participate in this activity.

4. **Release of Claims.** Knowing the risks described above, and in consideration of being allowed to participate in the Program, I hereby assume all risks and responsibilities surrounding my participation in the Program, and I release

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Wake Forest, its officers, trustees, agents and employees from any and all liabilities, claims, or demands for damages for personal injury, disability, property damage or other loss of any kind that I may sustain as a result of my participation in the Program, whether such loss results from the negligence of such released parties or otherwise (except for claims or liability arising directly from the gross negligence of such parties). I further agree to indemnify and hold harmless Wake Forest, its officers, trustees, agents and employees, from any and all loss, liability, damage or costs that it or they may incur as a result of my participation in the Program or arising from any of my acts or omissions.

5. Compliance with Rules and Policies. I agree to comply with all the rules, regulations and policies of Wake Forest, including those applicable generally and those pertaining specifically to the Program. I acknowledge that the Program director or other authorized officials may from time to time establish rules and policies for the Program which may be announced orally or in writing. I understand that each location and foreign country has its own laws and standards of acceptable conduct, including those related to dress, manners, morals, politics, drug use, and behavior. I recognize that behavior which violates those laws or standards could harm Wake Forest’s relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of and abide by all such laws and standards for each location or country to or through which I will travel during my participation in the Program. I recognize that the Program director or other University official is authorized to determine the eligibility of any student to continue participation in the Program, and that the Program director or other University official may do so based on whatever information the director or official finds sufficient. The Program director may also implement individual discipline or sanctions at the director’s discretion. If I am requested to leave the Program by an authorized representative of Wake Forest because of my failure to comply with the requirements of this paragraph, I will do so, and I understand that I will be fully responsible for any expenses I incur as a result. I further understand that in the event my participation in the Program is so terminated by Wake Forest, I will not be eligible for any refund of tuition or fees. If a matter arises which is properly the subject of consideration under the Wake Forest judicial process, I understand that the matter will be brought to the attention of the appropriate officials, and I understand that the time periods for review and adjudication under the applicable judicial process may be adjusted.

6. Medical Treatment Authorization. Wake Forest, its officers, trustees, agents and employees, is authorized (but is not obligated) to take any actions (including notification of my parents or guardian) it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release Wake Forest (and its officers, trustees, agents and employees) from any liability for any such actions or for payment for such authorized treatment. Furthermore, I hereby agree that should medical treatment become necessary that the attending physician or whomever he or she may designate may undertake treatment, including operations and/or the administration of necessary anesthesia, in serious or major illnesses or injuries without prior notification of the undersigned or any other person, if in the judgment of the physician or designee it is necessary for health care reasons to proceed with treatment without delay. I further agree that the attending physician or whomever he or she may designate may evaluate and treat all other injuries or illnesses for which help is sought. In the case of a minor (under 18 years of age) this treatment may proceed without prior notification of the undersigned parent or guardian, although every attempt will be made to notify the parent or guardian in the event of such an injury or illness. I also agree that needed immunizations may be administered. I further agree that any medical information may be released to or by other health care providers who may be providing care or who are knowledgeable of my medical history.

7. Certification of Health Insurance Coverage. I am presently covered by standard health insurance providing for medical treatment, and such insurance will be fully effective during the entire period of my participation in the Program. My health insurance information is as follows:

Name of the insuring company: ________________________________

Address: ________________________________________________

Group number of the policy: __________________ My individual policy number: __________________

8. Program Changes. Wake Forest has the right to make cancellations, substitutions, or changes in the case of emergency or changed conditions including the level of participant interest in the Program. I 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. I understand that Wake Forest is not responsible for any such
disruptions in the Program, nor for any consequent expenses I may thereby incur, except as may be provided in the University’s Study Abroad/Away Disruption Refund Policy. If I become detached from the Program group, fail to meet a departure bus, airplane, boat, train, or other transit or become sick or injured, I will at my own expense and risk seek out, contact, and reach the Program group at its next available destination. I acknowledge that I have been advised of the availability of “trip insurance”, which I may elect to purchase at my own cost, to reimburse any losses (for example, for medical evacuation) which I may suffer due to unexpected cancellation or early termination of my participation in the Program; I understand, however, that such insurance coverage does not extend to reimbursement for tuition paid to Wake Forest.

9. **Authorization to Use Photographs and Statements.** I authorize Wake Forest to use statements made by me and photographs of me taken in conjunction with the Program for promotional and university-related purposes.

10. **Inability to Participate.** I understand and acknowledge that should I not be able to participate or continue my participation in the Program for any reason following the commencement of the then-current semester at Wake Forest, that I will not be permitted to return to Wake Forest for the duration and completion of that semester.

11. **Binding Effect; Construction; Forum.** I acknowledge that this contract will bind members of my family, my spouse, heirs, assigns and personal representative. This contract will be construed under the laws of the State of North Carolina, which will be the forum for any lawsuits filed under or incident to this agreement or to the Program.

Date:_________________________ Student’s Date of Birth: __________________________

_________________________ __________________________
Signature of Student Printed Name of Student

If Student is less than 18 years of age:

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

_________________________ __________________________
Signature of Parent/Guardian Date

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EMERGENCY CONTACT DATA

Primary Contact
Name __________________________________ Relationship to You __________________________

Daytime Phone __________________________ Evening Phone __________________________

Fax Number __________________________ E-mail __________________________

Secondary Contact
Name __________________________________ Relationship to You __________________________

Daytime Phone __________________________ Evening Phone __________________________

Fax Number __________________________ E-mail __________________________

revised 05/31/2021