

## **STUDENT** ASSUMPTION OF RISK AND RELEASE FORM

## THIS IS A LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

This document pertains to the following program or activity (the "Program") at Wake Forest University ("Wake Forest"). For example: study abroad program, international service trip, individual research, Richter or Carswell Scholarship, etc.

Name of Program:	Faculty/Staff/Group Leader:		
Name of Student:		Expected date of Graduation	
Student ID	Last/First/Middle	e-mail	
Location:		Approximate date(s):	

In consideration of the opportunity to participate in the above identified off-campus program, the undersigned agrees to the following:

- 1. **Voluntary Participation.** I am a student at Wake Forest 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 involves international travel and living in a foreign country, 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 or activities undertaken while abroad
- \* exposure to infectious, communicable and other diseases
- \* 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
- \* lack of competent medical services and also the following risks specific to this program:

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, on behalf of myself, my family, representatives, heirs, and assigns, release 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. I also understand and agree that neither I, my family, representatives, heirs, nor assigns will assert that the furnishing of funds for my travel makes Wake Forest responsible for my travel plans, and I hereby assume full responsibility for such plans.
- 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 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 country to or through which I will travel during my participation in the Program. I recognize that the Program director is authorized to determine the fitness of any student to continue participation in the Program, and that the Program director may do so based on whatever information he or she finds sufficient. The Program director may also implement individual discipline in his or her 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. In the event my participation in the Program is so terminated by Wake Forest, I consent to being sent home at my own expense with no refund of fees, and I will hold Wake Forest harmless from the expense of my return home. 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 upon my return to campus; I understand that the time periods for such adjudication process may be adjusted accordingly.
- 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.
- 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. 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. **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
EMERGEN	NCY 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

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