

ASSUMPTION OF RISK AND RELEASE FORM

MIAMI UNIVERSITY

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

Name of Applicant: _____

Date of Birth: _____

If Applicant is under 18 years of age, a parent or legal guardian must also read and sign this form.

Program: _____

I hereby agree as follows:

1. **Risks of Study Abroad.** I understand that participation in the Miami University Study Abroad Program specified above (the "Program") involves risks not found in study at the University. These include, but are not limited to, risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions. I have made my own investigation and am willing to accept these risks.
2. **Institutional Arrangements.** I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that the University is not responsible for matters that are beyond its control. I hereby release the University from injury, loss, damage, accident, delay or expense arising out of any such matters.
3. **Independent Activity.** I understand that the University is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any University-supervised activities.
4. **Health and Safety.**
 - A. I understand that foreign travel and living overseas can provide special challenges and stresses. Medical care, including mental health care, emergency medical care and medicine may not be as available and/or of a quality comparable to that available in the United States. Students with previous or current medical and/or mental health conditions are strongly encouraged to consult with trained medical and/or mental health professionals and to prepare strategies that may be used abroad should they experience problems. I acknowledge that I have been strongly encouraged to assess my ability to participate in the program and have done so.
 - B. I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs of payment for medical costs while I participate in the Program. I recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during the program, the University is not responsible for the cost or quality of such treatment or care.
 - C. The University may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release the University from any liability for any of its actions or inactions.
5. **Standards of Conduct.**
 - A. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior which violates those laws or standards could harm the University's relations with those countries and the institutions therein, as well as my own health and safety. I will become

informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.

- B. I will also comply with the University's rules, standards or instructions for student behavior. I waive and release all claims against the University that arise at a time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.
 - C. I agree that the University has the right to enforce the standards of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the Program, or other participants. I recognize that due to the circumstances of foreign study programs, procedure for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. If I am expelled, I consent to being sent home at my own expense with no refund of fees.
 - D. I am solely responsible for any legal problems I encounter with any foreign nationals or government of the host country. The University is not responsible for providing any assistance under such circumstances.
6. **Program Changes.** The University has the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of the Program. I understand that the University's fees and program charges are based on current airfares, lodging rates and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. 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. If I become detached from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.
7. **Assumption of Risk and Release of Claims.** Knowing the risks described above, and in consideration of being permitted to participate in the Program. I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release and indemnify Miami University, and its officers, employees and agents, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including periods in transit to or from any country where the Program is being conducted).

I have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing statement, have been made. This agreement shall become effective only upon receipt of my application by Miami University and shall be governed by the laws of the state of Ohio, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

Signature of Applicant

Date

The original of this form is to be placed on file at the unit which has administrative responsibility for the program (i.e., the Office of Continuing Education – Oxford).

A copy of this form should accompany the director during the study abroad program.