

# California Polytechnic State University

## International Education and Programs

### Thailand Off Campus Study/Internship Program

Spring Quarter 2008

Program Dates: March 26 to June 13, 2008

## ASSUMPTION OF RISK AND RELEASE AGREEMENT

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

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Name of Participant: (print) \_\_\_\_\_

I hereby agree as follows:

**Risks of Off Campus Study** I understand that participation in this Program involves risk not found in study at the University. These may include 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 sanitation, medical and weather conditions. Applicable current travel advisories issued by the U.S. Department of State and the Center for Disease Control have been received and reviewed in the program orientation materials, and are incorporated by reference into this Assumption of Risk and Release Agreement.

**Risks of Air Travel and Ground Travel** - Participation in this program requires air travel. There will be multiple train trips and trips by university owned buses, as well as transportation via public buses. Air travel and ground travel involves risks and could result in damage to property, injury to persons and death. The California State University assumes no liability for damage, injury, and death, which may occur during air travel required by participation in this program. Your participation in this program is voluntary and you participate at your own risk.

**Risks include: illness, bodily injury, death, property loss and/or damage, kidnap, extortion, and incarceration.**

I have made my own investigation regarding risks of participation and am willing to accept these risks.

Initial \_\_\_\_\_ Date \_\_\_\_\_

Parent/guardian initial if participant is a minor \_\_\_\_\_ Date \_\_\_\_\_

### Health and Safety

A. I have consulted with a medical doctor with regards to my personal medical needs. I am aware of all applicable personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation in the Program.

B. Students are advised against renting motorcycles and scooters in Thailand. Thai Study participants have been injured, from burns, road rash, to a broken leg, while trying to ride

motorbikes and scooters in Thailand. Students should know that there is a high risk of accident and injury when riding motorcycles in a unknown country with different road rules. Students who do decide to ride motorbikes will do so at their own risk and without support from the Thai Study Program.

C. During the Hill Tribe field trip in Chiang Mai, students will take a two hour hike to see the Hill Tribe forest. The hike will stop at a waterfall where students will have an opportunity to swim. There is a risk involved with swimming at the waterfall and students should exercise caution and common sense to avoid injury.

D. I agree to meet any and all of my needs for payment of medical costs while I participate in the Program. I recognize that the University is not obligated to provide any of my medical or medication needs. 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.

E. 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 actions.

I assume all risk and responsibility for my medical needs.

Initial \_\_\_\_\_ Date \_\_\_\_\_

Parent/guardian initial if participant is a minor \_\_\_\_\_ Date \_\_\_\_\_

### **Standards of Conduct**

A. I understand that each foreign country has its own laws and standard 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 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 also will comply with the University's rules, standards, and 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 acknowledge and understand that any violation of the above standards of conduct, could lead to sanctions being imposed on me that are consistent with CSU Student Discipline Policies and Procedures, including, but not limited to suspension or expulsion for the program.

D. I will attend to any legal problems I encounter with any foreign nationals or government. The University is not responsible for providing any assistance under such circumstances.

Initial \_\_\_\_\_ Date \_\_\_\_\_

Parent/guardian initial if participant is a minor \_\_\_\_\_ Date \_\_\_\_\_

**Independent Activity and Travel**

A. I understand that the University is not responsible for any injury or loss I may suffer when I am acting or traveling independently or am otherwise separated or absent from any University-supervised activities. This includes but is not/limited to “free time’ during the program.

B. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, or other services, or sickness, weather, strikes, or other unforeseen causes.

C. If I become detached from the Program group, fail to meet a departure by 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.

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.

Initial \_\_\_\_\_ Date \_\_\_\_\_

Parent/guardian initial if participant is a minor \_\_\_\_\_ Date \_\_\_\_\_

**Institutional Arrangements** I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, 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 any injury, loss, damage, accident, delay or expense arising out of any such matters.

**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

**ASSUMPTION OF RISK AND RELEASE OF CLAIMS** Knowing the risks described above, and in consideration of being permitted to participate in this optional, voluntary 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, including those which may occur during transit to or from any country where the Program is being considered.

I shall defend, indemnify, hold harmless and protect the State of California, the Trustees of the California State University, California Polytechnic State University, San Luis Obispo, their officers, employees, representatives, agents, students, and volunteers (the “University”) from and against any and all liability, loss damage, expense, cost (*including without limitation to costs and fees of litigation*) of every nature arising out of or in connection with my participation in this optional off campus study program thereunder or my failure to comply with any of my obligations contained in this Assumption of Risk and Release Form, except such loss or damage which was caused by the sole negligence or willful misconduct of the University.

