



St. Mary's College of Maryland
at Historic St. Mary's City

ASSUMPTION OF RISK AND RELEASE
Off-Campus Study Abroad Program

Concern for the health and safety of SMCM students, faculty, and staff is paramount to the decision-making process for off-campus Study Abroad programs, and program decisions will be made with their best interest in mind. This commitment must be matched by each individual participant acknowledging the important role he/she plays in his/her own well-being as well as that of the group and making the commitment to be personally responsible for his/her actions.

I, the undersigned, in consideration for being permitted by St. Mary's College of Maryland to participate in an Internship or off-campus Study Abroad program located in _____ including but not limited to the internship and/or study abroad program and all independent research, free time and/or activities undertaken in connection with the internship and/or study abroad program (hereinafter "the Study Abroad program") hereby state that I knowingly and voluntarily enter into this Assumption of Risk and Release. I hereby acknowledge that I am solely responsible for determining and deciding which Study Abroad program for which I will participate and that acceptance and participation in the program is subject to St. Mary's College of Maryland's participation standards for particular Study Abroad programs. I understand that participating in the Study Abroad program involves significant dangers, risks and hazards including, but not limited to, the risk of damage, injury or loss to persons and property, the possibility of political or civil unrest, crime, and other safety and health issues. I hereby state that I am voluntarily participating in the Study Abroad program and have sufficient understanding and requisite knowledge to recognize and appreciate those dangers, risks and hazards to which I may be subjected during my participation in the Study Abroad program. Further, I acknowledge I am solely responsible for independent activities and personal travel before and after the published dates of the program and during free time allocated within the dates of the program.

I understand and agree that neither the State of Maryland, St. Mary's College of Maryland, nor their respective employees, agents, faculty, officers, representatives, and trustees (hereinafter referred to collectively as "St. Mary's College") shall be responsible in any way for the acts and omissions of the undersigned or the acts and omissions any third party or the third party's employees, agents, representatives, officers and subcontractors. "Third party" shall be interpreted broadly to include any person or entity other than the undersigned and St. Mary's College and specifically includes: any third party government; a host university or college, the operator, owner, or manager of any means of transportation (public or private); the operator, owner, or manager of any facilities or accommodations used in connection with the Study Abroad program; and the tour operator of the Study Abroad program. St. Mary's College shall be responsible for its acts and omissions and those of its employees as provided by and subject to the Maryland Tort Claims Act.

My signature below indicates that I agree to assume all risks and responsibilities arising out of or in connection with participation in the Study Abroad program, including but not limited to my choice of the Study Abroad program and any and all activities undertaken while participating in the Study Abroad program.

On behalf of my heirs, successors, and assigns, I hereby release and agree to hold harmless and, if requested, to defend St. Mary's College from any and all actions, claims, demands, damages, causes of action, obligations, debts of whatever kind or nature, known or unknown, which arise or may arise, or which arose or may have arisen, as a result of, or in any way growing out of, damages, injuries or losses incurred as a result of my participation in the Study Abroad program.

I assume full responsibility for my behavior and conduct and I understand that, while participating in the Study Abroad program, I am subject to the civil and criminal laws and penalties of the host country, including, but not limited to, alcohol and drug laws. I agree to obey the laws of the host country as well as the policies, procedures, and rules established by St. Mary's College and by the institution sponsoring the program, or the faculty, or staff, leading

the program. I also understand that I may be subject to disciplinary proceedings at St. Mary's College for misconduct while participating in a Study Abroad program. If I do not follow these laws, policies, procedures, and rules, I understand that I may be sent home by St. Mary's College if St. Mary's College determines, in its sole discretion, that my conduct is inappropriate or that my continued participation in the Study Abroad program is not in the best interests of the health, safety, and general or academic welfare of the Study Abroad program or of any individual participant. I accept full responsibility for the loss of academic credit and any additional costs associated with my voluntary or involuntary withdrawal from the program and my return home. I agree that I am also responsible for additional travel costs incurred as a result of making changes to my travel itinerary, and I agree to communicate any personal travel plans that differ from the group itinerary to the program director and Office of International Education prior to departure. I further acknowledge that St. Mary's College of Maryland in providing guidance for the Study Abroad program acts only as agent(s) and neither they nor any employee nor any other persons, party, or organizations or agency collaborating with them is or shall be responsible for or liable for injury, loss, damage, deviation, delay or containment, however caused, or the consequences thereof, which may occur during any of the travel or as a result of any aspect of the Study Abroad program.

I further understand that I am solely responsible for determining whether I have any physical or mental limitations preventing me from participating in the Study Abroad program. I have had an opportunity to consult with my private physician about participation in the Study Abroad program. By my signature below, I represent to St. Mary's College that I have no physical or mental limitations preventing me from participating in the Study Abroad program. I further agree that St. Mary's College has no actual or constructive notice of any such limitation and hereby release St. Mary's College from any direct or indirect liability.

I understand that it is possible that an emergency may develop while I am participating in a Study Abroad program which necessitates the administration of emergency medical care, hospitalization, or surgery. In the event of injury or illness to myself and if I am unable to give permission at the time emergency treatment is required, I hereby authorize St. Mary's College by and through its authorized employee, representative or agent, to secure any necessary treatment including, but not limited to, the administration of an anesthetic and surgery. I understand that such treatment shall be solely at my expense and I agree to reimburse St. Mary's College for any expenses which might be incurred on account of my injury or treatment. I understand that St. Mary's College is not required to secure medical treatment on my behalf and I release St. Mary's College from any and all liability associated with securing medical treatment for me.

This Assumption of Risk and Release shall be interpreted and enforced in accordance with the laws of the State of Maryland. I sign this Assumption of Risk and Release voluntarily and have had an opportunity to consult with a private attorney about this Assumption of Risk and Release.

IN WITNESS WHEREOF, I have caused this Assumption of Risk and Release to be executed this _____ day of _____, 200__.

Witness (Print Name)

Participant (Print Name)

Witness Signature

Participant Signature

If the student is under 18 years old, a Parent or Guardian signature is also needed. Signature by the Parent or Guardian shall be the Parent's or Guardian's acceptance and agreement with the Assumption of Risk and Release:

Witness (Print Name)

Parent or Guardian if student is under 18 years of age (Print Name)

Witness Signature

Parent or Guardian Signature