RELEASE AGREEMENT

This Release Agreement ("Agreement") must be signed and returned in order to receive permission to participate in a study abroad program. **PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING ON PAGE 4:**

**ASSUMPTION OF THE RISK, GENERAL RELEASE AND INDEMNITY:**

I understand that the study abroad program will be conducted in a foreign country, and that there are certain dangers, hazards and risks inherent in international travel, living, and the activities included in the program, including but not limited to those arising from sanitary or health conditions, crime, civil disturbances, acts of terrorism, and travel or other accidents. I understand that these dangers, hazards, and risks could include serious or even fatal injuries and property damage. I also understand that Pomona College has not made, and does not make, any representations regarding my personal safety or the safety of my property while participating in the program, and that Pomona College’s decision to offer or sanction the program is not a representation or warranty of any kind regarding the dangers, hazards, and risks involved.

Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the study abroad program, I agree to assume all the risks and responsibilities surrounding my participation in the program and any activities undertaken in connection with the program, and in advance release, waive, forever discharge, and covenant not to sue Pomona College, its governing board, officers, agents, employees, and any students acting as employees (hereinafter referred to collectively as "Pomona College"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which I may have or which may hereafter accrue to me, arising out of or related to any loss, damage or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence of Pomona College, or otherwise, while I am in the study abroad program, engaged in any activities in connection with the program, or in transit to or from the foreign country where the program is being conducted. I agree that Pomona College does not assume responsibility or liability for any such personal injuries or property damage. I also agree to hold Pomona College harmless from any loss, liability, damage or cost that Pomona College or any third party may incur due to my participation in any of the above-described activities.

Without in any way limiting the scope and generality of the foregoing, and in consideration of being permitted to participate in the study abroad program, I also agree as follows:

**MEDICAL TREATMENT:**

I have consulted with a medical doctor and have fully described on the Health Report Form any health problems, physical or psychological, that I may have. I state that there are no health-related reasons or problems which preclude or restrict my participation in the study abroad program.

I understand and agree that Pomona College does not have medical personnel available at the location of the study abroad program, during transportation, at the host institution, or anywhere in the foreign country. In the event of illness or injury to me, I authorize and grant permission to Pomona College or any official representative of the study abroad program to secure medical treatment on my behalf including but not limited to surgery and the administration of an anesthetic, to notify my emergency contact if I am unable to grant consent or if circumstances warrant, and to grant, deliver or execute written or oral consents to medical action as may be required or requested by service providers. I understand and agree that such action by Pomona College shall be subject to the terms of this Agreement, that Pomona College assumes no responsibility or liability for any injury or damage which might arise out of or in connection with such authorized medical treatment, and that I accept all financial responsibility for such medical treatment and related services.
Pomona College Release Agreement for Study Abroad

INSURANCE COVERAGE:

I understand that I am required to have adequate health, accident and hospitalization insurance to cover myself while traveling to and from the study abroad program, during participation in the program, and at the program site. I have arranged for adequate insurance to meet any and all such needs. I agree that Pomona College is not responsible for attending to any of my medical or medication needs, that I assume all risk and responsibility therefore, and that if I am required to be hospitalized or otherwise receive medical treatment during this study abroad program, Pomona College does not assume any responsibility for payment of such costs. I understand that Pomona College purchases the International Student Identity Card (ISIC) for students as supplemental coverage.

TRAVEL/TRANSPORTATION:

I understand that I will be traveling during the study abroad program by various modes of transportation, and I agree that Pomona College is not responsible or liable for any loss of property, injury, or death during such travel. I also understand that, due to traffic congestion and different traffic laws and regulations, riding a bicycle and driving a motor vehicle in a foreign country can be extremely hazardous. I understand that insurance requirements and other financial responsibility laws vary from country to country, and I agree that if I choose to ride a bicycle and/or operate a motor vehicle, Pomona College assumes no responsibility or liability should I be involved in an accident.

I understand and agree that in the event I become detached from any field trip group during the study abroad program, fail to meet a departure bus, airplane, train or other transportation, or become sick or injured, I will bear all responsibility to seek out, contact, and reach the group at its next available destination.

OTHER SERVICE PROVIDERS:

I understand that Pomona College in no way represents, or acts as agent for, the host institution, transportation carriers, hotels, and other suppliers of services that may be connected with this study abroad program. I understand and agree that Pomona College is not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of the host institution, or any company or person engaged in providing or performing any of the services involved in this study abroad program. I understand and agree that Pomona College is not responsible or liable for any disruption of travel arrangements, or any consequent loss or additional expenses that may be incurred therefrom. I also understand and agree that Pomona College assumes no responsibility or liability for any loss, damage, destruction, theft or the like to my luggage or personal belongings, and that I have retained adequate insurance or have sufficient funds to replace such belongings.

I understand that all services and accommodations related to the study abroad program are subject to the laws of the country in which they are provided.

CRIMES, POLITICAL UNREST AND OTHER POTENTIAL CAUSES OF LOSS:

I understand and agree that Pomona College assumes no responsibility or liability for any damage to or loss of property, expenses, injury or death arising out of crimes, political unrest, acts of terrorism, sickness, weather, strikes, hostilities, wars, natural disasters or other such causes.

PERSONAL CONDUCT:

I understand that as a participant in the study abroad program I am subject to (a) the same standards of conduct and academic regulations while abroad as stipulated in the Pomona College Student Handbook, (b) the regulations set by the host institution or study abroad program, and (c) the laws of the host country. I also acknowledge that it is essential to understand and respect norms of conduct and patterns of behavior that may be different from standards at home. I agree to abide by these rules and standards of behavior, when I am in the company of other study abroad program participants and also when I may be physically separated from program participants. I understand
Pomona College Release Agreement for Study Abroad

and agree that Pomona College, the on-site director, the program, or the host institution may, at their discretion, impose disciplinary measures or withdraw me from the program because of a violation of such rules, improper behavior, academic reasons, or conduct which could bring the program into disrepute. I agree that such a decision to withdraw me from the study abroad program will be final and will not reduce my obligation for full program costs.

RESPONSIBILITY DURING FREE TIME:

I understand that during free time within the period of the study abroad program I may elect to travel independently at my own expense. I agree to inform an official representative of the program sponsor of my travel plans, and I understand and agree that neither Pomona College nor the program sponsor are responsible or liable for me while I am traveling independently during such free time. I also understand and agree that neither Pomona College nor the program sponsor are responsible or liable for me should I elect to travel independently before or after the period of the program.

ILLEGAL DRUG USE:

I understand that illegal drugs in any form are not tolerated and that any student dependent on their use should not participate in the study abroad program. I understand that the laws in foreign countries provide that the possession or use of illegal drugs is a serious criminal offense. I also understand that students in a study abroad program found using or possessing illegal drugs in any form are subject to the local laws of the host country and to immediate expulsion from the program.

LEGAL DIFFICULTIES:

I understand that it is my responsibility to be informed of the laws in the country or jurisdiction in which I am living or traveling. I agree that should I have or develop legal problems with any foreign nationals or government jurisdictions, I will attend to the matters personally with my own personal funds. I also understand and agree that Pomona College is not responsible for providing any assistance under such circumstances. I understand that the U.S. Embassy cannot obtain release from jail for a U.S. Citizen, but can only aid in obtaining legal assistance.

GENERAL PROVISIONS:

Pomona College reserves the right and power to cancel without notice or penalty the offering and conduct of the study abroad program, to withdraw any part of the program, and to make any alterations, deletions or modifications in the itinerary and/or academic program as deemed necessary by Pomona College, the host institution, the program sponsor, or the course instructors.

This Agreement shall be governed by the laws of the State of California, which shall be the forum for any lawsuit filed under or incident to this Agreement or the study abroad program. The terms and provisions of this Agreement shall be severable, such that if any term is for any reason held to be unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected.

This Agreement constitutes the entire agreement between the undersigned persons and Pomona College pertaining to the subject matter hereof. It is agreed that no oral or written representations, statements, or inducements have been made, except as expressly set forth in this Agreement. No supplementation, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the undersigned persons and Pomona College.
Pomona College Release Agreement for Study Abroad

Please note that this form requires the signature of both student and parent or legal guardian regardless of the student’s age.

**YOU MAY FAX THE SIGNED COPY OF THIS AGREEMENT (PAGE 4 ONLY) TO THE OSA AT (909) 621-8591**

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**I wish to participate in the study abroad program noted below as a student of Pomona College. I have read and understand all of the terms of this Release Agreement as stated above, and I agree to be bound by those terms. It is my express intent that this Agreement shall also bind my family, estate, heirs, administrators, personal representatives and assigns. I acknowledge that I have been provided with, have read, and understand the Academic Policies, Living Abroad, Finances Abroad, Approved Programs, and Programs by Petition sections of the Pomona College Study Abroad Website. I state that I am at least eighteen (18) years of age and fully competent to sign this Agreement, and that I have signed this Agreement as my own free act.**

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<tr>
<th>Signature of Student/Participant</th>
<th>Date</th>
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**Print Name**

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<tr>
<th>Study Abroad Program</th>
<th>Semester(s) of Participation</th>
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**As the parent or legal guardian of the participant whose signature appears above, I have read and understand all of the terms of this Release Agreement as stated above, agree to be bound by those terms, and have given my child or ward permission to participate in the study abroad program.**

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<th>Signature of Parent/Legal Guardian</th>
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