Informed Consent and Assumption of Risk Form – International Travel

This form needs to be signed by all students, participating in International Independent Study, Service Learning or Internships that require travel. Students under the age of 18 are required to obtain a signature from a parent or legal guardian.

_____

(INSERT NAME OF INTERNATIONAL TRAVEL)

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, the undersigned ("Participant"), hereby acknowledges that I have voluntarily applied to participate in the following International Travel _____ ("International Travel"), to be held in and around _____(insert location), on or about _____(insert date(s)). In consideration for being permitted by ECKERD COLLEGE to participate in the International Travel, I hereby acknowledge and agree:

MY CONDUCT: On the International Travel, I agree to be mindful for my own safety, to maintain a personal awareness of my surroundings, to use discretion and caution in unfamiliar areas, to be respectful of the environment, to conduct myself in accordance with ECKERD COLLEGE'S policies and procedures, and to abide by all the rules and requirements of the International Travel. ECKERD COLLEGE has the right to terminate my participation in the International Travel if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the International Travel policy, or for any other reason in ECKERD COLLEGE'S discretion. Failing to follow rules of the International Travel policy, staff directors, or the Student Code of Conduct may result in disciplinary action.

ASSUMPTION OF RISK: I understand participation in an International Travel program necessarily involves known and unknown risks, including (1) injury to me which includes, but is not limited to, serious personal injuries, illness, or disease; (2) my death; and (3) damage to my personal property or the property of other third parties. These risks are assumed by me during transportation to and from ECKERD COLLEGE via private vehicle, common carrier and/or ECKERD COLLEGE owned vehicle, during participation in the events of the International Travel, during overnight accommodations, during inclement weather conditions, and as a result of latent or apparent defects in equipment, facilities or property conditions, and passive or negligent acts of myself, ECKERD COLLEGE, ECKERD COLLEGE employees, and property owners. I understand that the above list of risks is not complete or exclusive and that those and other risks, known and unknown, anticipated or unanticipated, may also result in injury, death, or damage to my personal property or the property of other third parties. I agree and promise to accept my conduct responsibilities as outlined above, and the risk of injury or death to myself and damage to my property or the property of others arising from my participation in the

International Travel. ECKERD COLLEGE cannot and does not guarantee my safety. **I THEREFORE ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE INTERNATIONAL TRAVEL PROGRAM, EVEN IF THEY ARISE FROM THE NEGLIGENCE OF ECKERD COLLEGE, ECKERD COLLEGE EMPLOYEES, PROMOTORS OR PROPERTY OWNERS, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE INTERNATIONAL TRAVEL PROGRAM.**

RELEASE OF LIABILITY: By signing this release, I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE ECKERD COLLEGE**, its employees, agents, volunteers, and any students (hereinafter referred to as "Releasees") for any and all liability, claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage, or death that I may suffer as a result of my participation in the International Travel, REGARDLESS OF WHETHER THE INJURY, PROPERTY DAMAGE, OR DEATH IS CAUSED BY THE RELEASEES, AND REGARDLESS OF WHETHER THE INJURY, PROPERTY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE INTERNATIONAL TRAVEL, OR ANY ACTIVITY RELATED TO THE INTERNATIONAL TRAVEL, OCCURS OR IS BEING CONDUCTED.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees) arising from any injury, property damage, or death that I may suffer as a result of my participation in the International Travel.

MEDICAL CARE. I am responsible for the cost of any and all medical and health services I may require as a result of participating in the International Travel Program.

FITNESS TO PARTICIPATE: I am physically and mentally fit to participate in the International Travel. I do not have any history of a medical condition that could be aggravated by my participation in this particular International Travel program.

MEDICAL CONSENT: I understand and agree that ECKERD COLLEGE is not responsible for my health and medical care. However, I hereby grant ECKERD COLLEGE full authority to take, or not to take, in its sole discretion, whatever actions it may consider warranted under the circumstances for my health and safety during my participation in the International Travel, and I hereby release ECKERD COLLEGE employees from any liability for any such decisions or actions as may be taken in connection therewith.

The authority granted in the preceding sentence shall include the right (in the sole discretion of ECKERD COLLEGE) to place me, at my own expense, and without any further consent, in a hospital for medical services and treatment, or if no hospital is readily accessible, to place me in the care of a local medical doctor for treatment. I understand and agree that Releasees assume no

responsibility for any injury or death which might arise out of or in connection with such authorized emergency medical treatment.

PHOTO RELEASE: I hereby grant ECKERD COLLEGE permission to use my likeness in photographs taken as a part of the International Travel Program in any and all of its publications, including website entries, without payment or any other consideration. These materials will become the property of ECKERD COLLEGE and will not be returned.

I hereby irrevocably authorize ECKERD COLLEGE to edit, alter, copy, exhibit, publish, or distribute these photographs for purposes of publicizing ECKERD COLLEGE'S programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copies, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising from or related to such use of the photographs.

I hereby hold harmless and release and forever discharge ECKERD COLLEGE from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

FLORIDA LAW GOVERNS: This Agreement shall be construed in accordance with the laws of the State of Florida.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions of this Agreement shall not be affected thereby.

I HAVE READ THIS AGREEMENT BEFORE SIGNING BELOW AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES AN ASSUMPTION OF RISK, RELEASE OF LIABILITY, AN AGREEMENT TO INDEMNIFY THE RELEASEES, AND A PHOTO RELEASE. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

_____	___/___/_____	___/___/_____
Signature of Participant	Date of Birth	Today's Date

_____
Printed Name

Cell Phone #: _____

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I CERTIFY THAT I, AS A PARENT OR GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE ABOVE NAMED PARTICIPANT, CONSENT TO AND RATIFY PARTICIPANT'S RELEASE OF ECKERD COLLEGE, ITS EMPLOYEES, AND AGENTS, VOLUNTEERS AND ANY STUDENTS FROM ALL LIABILITY. FOR MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY MINOR CHILD'S PARTICIPATION IN THE INTERNATIONAL TRAVEL, EVEN IF ARISING FROM THE NEGLIGENCE OF ECKERD COLLEGE, ITS EMPLOYEES, PROMOTORS OR PROPERTY OWNERS, BOTH KNOWN OR UNKNOWN, TO THE FULLEST EXTENT PERMITTED BY LAW. I HAVE READ THIS RELEASE OF LIABILITY, UNDERSTAND IT, AND FULLY AGREE TO ITS PROVISIONS.

_____ ___/___/_____

Signature of Parent or Guardian Today's Date

_____

Printed Name of Parent or Guardian