

WAIVER AND RELEASE AGREEMENT

THIS IS A RELEASE. READ BEFORE SIGNING!!

I, _____ ("Applicant"), am a student at LaGuardia Community College (the "College") of The City University of New York (the "University") and have agreed to participate in the College's study abroad program (the "Program") in

From _____, 20__ until _____, 20____. In consideration for being permitted to participate in the Program, I hereby agree and represent that:

1. Risks of Study Abroad

A. I understand that participation in the Program involves risks not found in study at the College. These 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 medical and weather conditions and other matters described in the attached U.S. Department of State Consular Information Sheet and Travel Warning (if any) which I have received, reviewed and initialed, and which are incorporated by reference in this Waiver and Release Agreement ("Release").

B. Knowing these risks, 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. I understand that, although the University has made every reasonable effort to assure my safety while participating in the Program, there are unavoidable risks in travel overseas, and I hereby release and promise not to sue the City of New York, the State of New York, the College, the University, and the officers, employees or agents of any and all of them, for any damages or injury (including death) caused by, deriving from, or associated with my participation in the Program, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the officers, employees or agents of any of them.

2. Institutional Arrangements

A. 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 any injury, loss, damage, accident, delay or expense arising out of such matters.

B. I understand that, although the University will attempt to maintain the Program as described in its publications and brochures, it reserves the right to change the Program, including the itinerary, travel arrangements and accommodations, at any time and for any reason, with or without notice, and that neither the City of New York, the State of New York, the College, the

University, nor the officers, employees or agents of any or all of them, shall be responsible or liable for any expenses or losses that I may sustain because of these changes.

C. I understand that the University is not in any way responsible for my well being with respect to any travel to destinations beyond those specifically required under the Program that I may choose to undertake before, during, or after the Program.

3. Health and Safety

A. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems which preclude or restrict my participation in the Program.

B. I have or will secure health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Program. By my signature below I certify that I have confirmed that my health care coverage will adequately cover me while outside the United States, and hereby release the City of New York, the State of New York, the College, the University, and the officers, employees or agents of any and all of them, from any responsibility or liability for expenses incurred by me for injuries or illnesses (including death) occurring during and/or arising from the Program, that I may incur because of those injuries or illnesses.

C. The University may, but is not obligated to, take any actions regarding my health and safety that it considers to be warranted under the circumstances. I agree to pay all expenses relating thereto and release the University from any liability for any such actions.

4. 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 that 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 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 agree that the University has the right to enforce the standards and conduct described herein, in its sole judgment, and that it may impose restrictions, up to and including removal and termination from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony and welfare of the College, the University, the Program or other participants. I agree that, due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do

not apply. If I am terminated from the Program, I consent to going home at my own expense with no refund of fees.

D. I will attend to 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.

5. Miscellaneous Legal Provisions

A. I agree that, should any provision or aspect of this Release be found to be unenforceable, that all remaining provisions of the Release will remain in full force and effect.

B. This represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this Release, I have the right to consult with the adviser, counselor, or attorney of my choice.

C. This Release represents my complete understanding with the College and the University concerning their responsibility and liability for my participation in the Program. It supersedes any previous or contemporaneous understandings I may have had with the College or the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

D. I represent that I am at least eighteen years of age or, if not, that I have secured on the following page, the signature of my parent or guardian as well as my own.

I HAVE READ THIS RELEASE FORM CAREFULLY BEFORE SIGNING IT.

Signature

STATE OF _____)

ss.:

COUNTY OF _____)

On this ___ day of _____, 201___, before me personally appeared _____

_____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that s/he executed the same.

Notary Stamp

Notary Public

Note: If Applicant is under the age of 18, then the following page must be completed, signed, and notarized.

IF APPLICANT IS UNDER THE AGE OF 18:

I, _____:

Print Full Name

- (a) am the parent or legal guardian of the Applicant;
- (b) have read the foregoing Waiver and Release Agreement (including such parts as may subject me to personal financial responsibility);
- (c) am and will be legally responsible for the obligations and acts of the Applicant as described in this Release; and
- (d) agree, for myself and for the Applicant, to be bound by its terms.

Signature of Parent or Guardian

STATE OF _____)

ss.:

COUNTY OF _____)

On this __ day of _____, 201____, before me personally appeared _____

_____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that s/he executed the same.

Notary Stamp

Notary Public