

## **AGREEMENT AND RELEASE**

### **GETTYSBURG COLLEGE OFF-CAMPUS ACTIVITIES**

Certain potential risks to personal health and safety are associated with international study, service, research and/or travel in a foreign country. There are similar risks associated when working with communities and individuals in the United States. While Gettysburg College encourages its students to explore the world through a variety of opportunities around the country and around the globe, you **should not** participate in off-campus study, service, research and/or travel unless you are willing to accept the associated risks. Consequently, unless this form is read, signed and returned to the College, indicating your acceptance of the terms of this Agreement, you **shall not** be allowed to participate in the program referred to herein.

### **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

I understand and am aware that there are certain risks and dangers associated with the program in which I will participate, including but not limited to the hazards of traveling in unsafe or unstable areas or under unsafe conditions, differences in health and safety standards, illness, disease or infectious disease, the negligence, recklessness or criminal conduct of third parties, armed insurrections, terrorist activities, the forces of nature, transportation, travel by boat, automobile, train, ship, aircraft, bus or other conveyance, accident or illness in places without adequate medical facilities or without access to adequate medical facilities, or places without means of rapid evacuation, repatriation and assistance.

I further understand that the foregoing risks and dangers carry with them a risk of serious personal injury, including bodily injury, serious illness, and death, as well as risk of property damage or loss.

Knowing the foregoing, for myself, my heirs, administrators, executors, representatives and assigns (hereinafter collectively referred to as "I"), **I expressly and voluntarily assume all risk of injury, illness, death and property damage or loss** that may result from participation in the program or project I have selected.

### **RELEASE**

As consideration for being permitted to participate in the program, I hereby **release, remise and forever discharge** Gettysburg College, its agents, employees, officers, trustees, associates, representatives, affiliated companies or subcontractors (hereinafter collectively referred to as "Gettysburg" or the "College") from any and all actions, causes of action, claims, counterclaims, crossclaims, demands, rights, suits, debts, contracts, agreements, demands for contribution, demands for indemnity, damages, costs, loss of services, expenses, counsel fees, compensation and all consequential damage whatsoever, in law or in equity, which I now have, or in the future might have, against the College for or by reason of any and all damages on account of or growing out of any and all known and unknown personal injuries and losses arising out of any activity incident to or my participation in the program or project, including but not limited to, any such loss caused by the **negligence or strict liability** of the College.

### INDEMNIFICATION AND HOLD HARMLESS

I agree to abide by all applicable rules, regulations and instructions of the College, the host organization or institution, partner institutions and each and every of their staff, agents, representatives or designees. I further agree to abide by the laws of the governmental jurisdictions at the place or places of the program. I understand that noncompliance with applicable rules, regulations, instructions or laws may result in expulsion from the program and/or forfeiture of program fees. I further understand that if I violate any applicable rule, regulation, instruction or law at any time during the program, I may be sent home immediately at my own expense. I agree to reimburse the College for any and all costs associated with sending me home.

I also agree to **indemnify and hold** the College **harmless** from and against all claims and actions for property damage or personal injury sustained by me or any other person or entity affiliated with the program, which arise out of my participation in the program set forth herein, including but not limited to violations of program rules, regulations, instructions, or violations of law of the host jurisdiction, and which are due to my sole or concurrent negligence with the College.

I further agree that the College may send me home at any time during the program at my expense if they determine that my continued participation in the program will adversely affect my health, safety or welfare, or the health, safety, welfare or enjoyment of the program or project by others.

### GENERAL TERMS

This Agreement and Release shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America. Should any provision of this document, or any portion thereof, be found to be invalid by any court of competent jurisdiction, the remainder of this Agreement and Release shall remain in full force and effect.

**I have carefully read this Agreement and Release and fully understand its contents. I sign it of my own free will and in signing, I intend to be legally bound hereby:**

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Print Registrant's Name (above) Registrant's College ID #

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Registrant's Signature (above) Date Date of Birth

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Name of Program Dates of Program

The undersigned parent or legal guardian of the above-named student, a minor, hereby consents to the participation of the student in the program or project named above subject to the terms, conditions and agreements set forth herein.

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Parent's Signature (If Registrant is under 18 years of age) Date