

## **DAVIDSON COLLEGE OFF-CAMPUS STUDY WAIVER AND RELEASE**

THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGNING.

In consideration of the opportunity to participate in an off-campus study program known as \_\_\_\_\_ (the "Program"), the undersigned agrees to the following:

1. Davidson College (the "College") reserves the right to terminate participation of the undersigned student in the Program for any of the following causes: (a) failure to prepare conscientiously for the Program as instructed by a designated faculty leader, including regular attendance at orientation sessions and study of assigned materials, unless such attendance and/or study be specifically waived by the faculty leader; (b) failure to apply herself/himself diligently to the requirements of the Program; (c) possession or use of narcotic or hallucinogenic drugs; (d) intemperate use of alcoholic beverages and particularly public intoxication; (e) participation in black market activities; (f) the commission of any other acts which are, in the judgment of the College, its agents or officers, detrimental to or incompatible with the interest, harmony, comfort or welfare of the Program as a whole, or damaging to the relationships which the College has with persons, institutions and governments upon whom or which the College relies for assistance and cooperation in maintaining its programs off campus.

2. The undersigned will make payments of the required fees in accordance with the schedule of payments applicable to the Program in which the student is to participate.

3. In the event the participation in the Program of the undersigned is terminated by the College for any of the foregoing reasons either before or after she/he has participated in the Program, or in the event the undersigned voluntarily withdraws from the Program either before or after she/he has participated in the Program, the College reserves the right to withhold from the fees paid an amount sufficient to reimburse the College for any Program expenditures it has already made or will be compelled to make on the undersigned's behalf, such amount to be determined solely by the College.

4. The undersigned agrees to inform the Resident Director of the Program or other responsible official of any independent travel.

5. I understand and accept that traveling abroad pursuant to the Program exposes me to risks and dangers. Some of the risks which may be present or occur include, but are not limited to:

- the hazards of traveling by airplane, boat, train, bus, steamship, or other forms of transportation
- the potential of piracy, illegal boarding and criminal and/or injurious wrongdoing by others with whom I may come into contact
- physical exertion associated with travel and activities undertaken while abroad
- exposure to infectious, communicable and other diseases
- loss of valuable personal property
- false imprisonment
- emotional distress arising out of the length of travel or activities undertaken while abroad
- loss of opportunity to transact personal business
- injury resulting from medical care or treatment received while abroad
- injury resulting from strikes, war, terrorism, quarantine or government restrictions or regulations
- injury resulting from natural disasters or acts of God.

6. I understand and accept that these risks expose me to consequences of many types, including but not limited to the following: death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to my musculoskeletal system, injuries arising from the contraction of infectious, communicable or other diseases, injuries arising from emotional or psychological disorders and serious injury to other aspects of my general health and well being. I also understand that the risks in participating in the Program include not only the foregoing physical injuries, but also impairment of my future abilities to earn a living, to engage in business, social, educational, and recreational activities, and generally to enjoy life.

7. Understanding the above-mentioned risks, and understanding that participation in the Program may subject me to rigorous physical exertion, I hereby state that I am physically fit to participate in the Program.

8. In consideration and as a condition of my being permitted to participate in the program, I personally assume all risks incident to the Program and its activities. I also waive, release and forever discharge, and agree to indemnify and hold harmless, the College, its trustees, employees and agents from all liabilities, losses, damages, claims, actions, causes of action, demands or costs of any nature whatsoever that may arise in connection with my travel to and/or participation in the program (including rescue activities associated with such travel or the program), whether caused by the College, its employees or agents or caused by some other means. I hereby agree not to file suit against the College, its trustees, employees or agents, or any of them, in connection with or as a result of my participation in the program. Neither the College nor the program shall be responsible for any loss or theft of, or any damage to, any of my personal property, including without limitation airline tickets, passports, visas, travel documents or currency, irrespective of when such loss, theft or damage shall occur. The terms of this document shall bind me, my heirs, beneficiaries, assigns and personal representatives.

9. I understand and accept that it is my responsibility to obtain all passports, visas and required travel documents in order to enter each of the countries to which the Program will travel and that the College and/or the Program shall have the right, at any time in its or their discretion and without liability or cost therefore, to cancel any program or make any alteration in route, accommodations, price and/or details in the event of any program being rendered impossible or inadvisable by weather, strikes, war, civil unrest, terrorism, acts of God, government interference or any cause whatsoever beyond the College's or the Program's control. Any and all expenses incurred as a result thereof shall be the responsibility of the participant.

10. I authorize the College and/or the Program to use statements made by me and photographs of me taken in conjunction with the Program for promotional and College-related purposes.

11. The Program is not a College requirement and I have freely chosen to participate.

12. This document shall be governed by the laws of the State of North Carolina without regard to that state's choice of law provisions. In the event that this document shall be void or unenforceable in part, the remaining portions of this document shall be deemed valid and enforceable.

13. Prior to signing this document, I have had an adequate opportunity to read and understand it, have had an opportunity to ask questions about it, and any questions I have had have been answered to my satisfaction. I further state that I am \_\_\_\_\_ years old and competent to sign this document.

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### NOTARIZED SIGNATURE

**DO NOT SIGN BELOW UNTIL**  
**YOU ARE DIRECTED TO DO SO BY A NOTARY PUBLIC.**  
**Your signature is NOT VALID unless signed in front of this Notary Public.**  
**Be sure to bring your driver's license, passport or other state issued photo ID with you.**

*If you are younger than 18 years of age, a parent's signature is required.  
Please contact the Study Abroad Office if this applies to you.*

\_\_\_\_\_  
Signature Printed Name Date

Birth date: \_\_\_\_\_

Sworn to and subscribed before me,

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_ the year \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

County of \_\_\_\_\_ State of \_\_\_\_\_ My commission expires on: \_\_\_\_\_

