

ASSUMPTION OF RISK & RELEASE WAIVER

Instructions: Complete the information below. Read and understand the content on this form. If the study abroad participant is under 19 years of age, a parent or legal guardian must also read and sign this form.

_____ Last Name	_____ First Name	_____ M.I.	_____ NetID	_____/_____/_____ Date of Birth (mm/dd/yyyy)
_____ Program Sponsor		_____ Host Institution or Study Center		_____ Country
_____/_____/_____ Actual Start Date of Program (mm/dd/yyyy)	_____/_____/_____ Actual End Date of Program (mm/dd/yyyy)	_____ Term Abroad (e.g. Fall 2008)		

ASSUMPTION OF RISK AND RELEASE

Read the following section and understand before signing. I hereby agree as follows:

Risks of Study Abroad. I understand that participation in the study abroad program specified above ("the Program") involves risk not found in study at Creighton University ("Creighton"). 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. I have made my own investigation and am willing to accept these risks.

Sites Under Travel Warning. I understand that Creighton reserves the right to rescind my approval to study abroad or cancel a study abroad trip in the event that the State Department issues a travel warning for the country/countries in which the program is going to be held. I understand that it is my responsibility to stay informed about the travel warnings concerning the country/countries to which I will be traveling.

Institutional Arrangements. I understand that Creighton 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 Creighton is not responsible for matters that are beyond its control. I hereby release Creighton from any injury, loss, damage, accident, delay or expense arising out of any such matters.

Independent Activity. I understand that Creighton is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any Creighton-sponsored activities.

Health and Safety. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation in this Program.

I am aware of all applicable personal medical needs. I have arranged, through insurance administered by Creighton (ISIC) or the program's required insurance, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that Creighton is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefor. If I require medical treatment or hospital care, in a foreign country or in the United States, during the Program, Creighton is not responsible for the costs or quality of such treatment or care.

Creighton may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release Creighton from any liability for any actions.

Standards for Conduct. 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 Creighton'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.

I will be responsible for any legal problems I encounter in the host country. Creighton is not responsible for providing any assistance under such circumstances. If I am found responsible for violating any laws of the foreign country, I understand that Creighton may impose sanctions on me, up to and including terminating my participation in the Program, as well as Student Services' imposed actions, for violating such laws.

I also will comply with Creighton's rules, standards, and instructions for student behavior. I waive and release all claims against Creighton that arise at a time when I am not under the direct supervision of Creighton or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.

I agree that Creighton has the right to enforce the standards of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the program, as well as Student Services' imposed actions, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of Creighton, the program, or other participants. I understand that while studying abroad, I retain my status as a Creighton student and therefore will be held accountable for any infractions of the Creighton Student Handbook and the Code of Conduct while abroad. I understand that Creighton policies are applicable when on-campus and when studying abroad. Infractions that occur prior to my study abroad experience may jeopardize my eligibility to study abroad and that any infractions that occur while I am abroad will be reported to and addressed by the Center for Student Integrity and Student Services when I return to campus.

If I engage in behavior that results in my dismissal or expulsion from the program, I understand that I will be sent home at my own expense with no refund of fees.

I will attend to any legal problems I encounter with any foreign nationals or government of the host country. Creighton is not responsible for providing any assistance under such circumstances.

Program Changes Creighton has the right to make cancellations, substitutions, or changes in case of emergency or changed conditions or in the interest of the Program. I understand that a study abroad trip may be cancelled if events in the international arena or at a planned site suggest that the security of the participants cannot be reasonably assured.

I understand that Creighton's fees and program charges are based on current airfares, lodging rates and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.

Assumption of Risk and Release of Claims. Knowing the risks described above, 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. To the maximum extent permitted by law, I release and indemnify Creighton and its officers, employees and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including periods in transit to or from any country where the Program is being conducted).

STUDENT SIGNATURE

I, individually, and on behalf of my family, heirs, and personal representatives, hereby release and discharge Creighton and its employees, officers, and directors (in their official and individual capacities) from any liability whatsoever for any damages, losses or personal injuries (including death) I sustain or damages to any property I own, which arise out of, result from, occur during or are connected in any manner with my participation in the Program and/or any travel incidental thereto.

I have carefully read this release form before signing it and I understand all of its terms. I have asked any questions I had about the information contained in this form, and any questions I had have been answered to my satisfaction. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall be governed by the laws of the state of Nebraska which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

I represent that I am at least 19 years of age, or if not, that I have secured the signature of my parent or legal guardian.

Signature of applicant: _____ Today's Date: _____
_____/_____/_____

PARENT/GUARDIAN SIGNATURE

I am the parent or legal guardian of the above named student, have read the foregoing release form (including such parts as may subject me to personal financial responsibility), and will be legally responsible for the obligations and acts of the student as described in this release form, and agree, for myself and for the student, to be bound by its terms. I also certify that the student is participating in this Program with my full knowledge and consent. I have read the release form signed by the student and I understand its contents.

Printed Name: _____ Phone: _____-_____-

Signature of Parent/Guardian: _____ Today's Date: _____
_____/_____/_____

Submit Completed Form To:

Study Abroad Coordinator, Office of International Programs
Creighton University
2500 California Plaza
Omaha, NE 68178