

OFFICE OF INTERNATIONAL PROGRAMS
STUDY ABROAD

ENCUENTRO DOMINICANO
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.

I, _____, a Creighton University student, have agreed to participate in Creighton University's Program entitled **Encuentro Dominicano** ("Program") in the Dominican Republic during the period ____/____/____ through ____/____/____. My participation in this Program is wholly voluntary. In consideration of the right to attend and participate in this program, I agree to the below statements.

ASSUMPTION OF RISK AND RELEASE

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

Risks of Travel Abroad. I understand that participation in the Program involves risk not found in study at Creighton University ("Creighton"). These risks include, but are not limited to, 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; and 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 reserves the right to make changes to the Program itinerary or schedule at any time and for any reason, with or without notice, and that Creighton will not be liable for any loss I may incur because of such cancellation or change. Creighton is not responsible for penalties assessed by air carriers that may result from operational and/or itinerary changes, regardless of whether the Program participants or Creighton made the flight arrangements. Any additional expenses resulting from such changes will be my personal expense. Creighton reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of Creighton.

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. Creighton reserves the right, in its sole discretion, to cancel the Program or any aspect of the Program prior to departure or to cancel the Program or any aspect of the Program after departure, and require that all participants return to the United States.

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), 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 I 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 that 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 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 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.

For purposes of enforcing these standards, the Student Life Director will serve as hearing officer and the decision-maker in any disciplinary action involving alleged violations of these standards. There is no right of appeal from the Student Life Director's decision in any matter involving alleged violations of these standards.

I understand that the *Centro de Educacion para la Salud Integral, Inc.* ("CESI"), which is where I will be staying during the Program, also has its own set of rules and regulations (the "CESI Rules"). I agree to comply with all of the CESI Rules during the Program. I agree that CESI, through its director, has the right to enforce the CESI Rules, in its reasonable judgment, and that Creighton may impose sanctions, up to and including terminating my participation in the Program, if I violate the CESI Rules.

If I am terminated from participating in the Program, I understand that I will be sent home at my own expense and that I will be responsible for the cost of my return flight home. I understand that I will not receive any refund of fees or tuition I paid to participate in the Program, and I will not be able to enroll in any classes on Creighton's campus until the semester following the end of the Program. Furthermore, I understand that I will not receive any credit for my participation in the Program, under such circumstances. I will attend to any legal problems that 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 service, 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.

Assumptions of Risk and Release 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, 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 representative(s), 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 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 names 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