

# Short-Term Programs Agreement & Release of Liability Form

## Augsburg Abroad - Office of International Programs

Name \_\_\_\_\_

Program \_\_\_\_\_ Dates \_\_\_\_\_

1. I, \_\_\_\_\_ ("Registrant") have applied and intend to participate in a "Program" offered and/or coordinated by Augsburg College, ("College") .
2. I have voluntarily enrolled in a travel program offered outside the City of Minneapolis and which may include travel outside the United States of America to \_\_\_\_\_ and possibly other countries. I have signed a commitment to participate (Confirmation to Enroll form) which commits my deposit to Augsburg College and/or cooperating agencies or organizations to apply against the costs of transportation, housing and other goods and services to be arranged for me by Augsburg College and/or cooperating agencies or organizations.
3. I understand and am aware that my participation in the Program may expose me to special risks and dangers, including but not limited to, the hazards of travel by various means of conveyance; the hazards of politically unstable areas, the dangers of civil disturbances and war; the forces of nature; unfamiliar or different terrain, language, climate, food and drink, customs, social and sexual mores, safety practices and regulations, communications, criminal activity, law enforcement activity, disability access, road conditions, driving practices, disease risks, and health care; acts or omissions of the College, and/or their respective agents, employees, officers, directors, associates, affiliated companies, subcontractors, or cooperating agencies or organizations; and accidents or illness in places without access to medical facilities, transportation, and/or means of rapid evacuation or assistance. I understand that it is my responsibility to research and evaluate the risks I may face in this Program and I voluntarily assume any risk and liability.
4. I am aware that my participation in the Program and my use of transportation, housing and dining services, and other goods and services in connection with my participation in the Program carry a risk of serious personal injury, serious illness, death and property damage or loss. I expressly and voluntarily assume all risk of injury, illness, death and property damage or loss that may result from my participation in the Program and/or my use of goods and services in connection with my participation in the Program.
5. In consideration for being permitted to participate in the Program, I hereby **RELEASE AND DISCHARGE** the College, and their respective agents, employees, officers, directors, associates, affiliated companies, subcontractors, or cooperating agencies and organizations ("the Released Parties") from any and all liability for injury, illness, death, damage or property damage or loss arising out of the arrangement or provision of transportation, housing, dining or other goods and services, or arising out of any other activity incident to my participation in the program.
6. I agree not to sue or make claim against the Released Parties for injury, illness, death, damage or loss sustained as a result of participation in the Program or the use of the goods and services in connection with my participation in the Program. I will indemnify and hold harmless the Released Parties from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action relating to my participation in the Program. I also agree to reimburse the College for any sums the College may advance for the purchase of goods or services on my behalf in connection with my participation in the Program. I accept all responsibility for loss or additional expenses, including, but not limited to travel, lodging, meals, personal and other program related expense, due to delays or other unforeseen causes.
7. In the event that this program is cancelled during any portion of it due to unforeseen circumstances (e.g. political unrest, natural disaster, acts of terrorism or other unforeseen circumstances), I understand that I will only receive reimbursement for any recoverable costs. I agree that if I remain in the foreign country after receiving notice of the cancellation of the program that: a.) I am responsible for my own care and safety, as

Augsburg College will have no liability for my care and safety after I leave the Program; c.) **I accept all responsibility for loss or additional expenses, including, but not limited to transportation and return travel, lodging, meals, personal and other program related expenses, or any other services to me in connection with remaining in the foreign country.**

8. I further agree to abide by all applicable rules and regulations of the College, and its staff, representatives or designees, all instructions of its staff, representatives or designees while participating in the program and the laws of the governmental jurisdictions at the place or places of program offering. I understand that noncompliance may result in expulsion from the Program and forfeiture of Program fees. I agree 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 agree to indemnify and hold harmless the Released Parties from all claims or losses resulting from my failure to abide by such rules, instructions and laws. I further agree that the College, and/or their respective staff, faculty, representatives or designees may send me home at any time during the program 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 other Program participants.
9. I agree that if I leave the course prior to its completion due to my own circumstances that: a.) I will provide the program advance written notice of my intention to leave the program; b.) I am responsible for my own care and safety, as Augsburg College will have no liability for my care and safety after I leave the Program or if the Program is cancelled; c.) I accept all responsibility for loss or additional expenses, including, but not limited to transportation and return travel, lodging, meals, personal and other program related expenses, or any other services to me in connection with my early departure.
10. I understand the College may notify the person or persons that I have listed as an emergency contact in the event that I become seriously ill or am involved in an emergency situation during the Program. In the event that I am unable to make my own medical decisions, the College representative may have to make those on my behalf.
11. No health, accident, disability, personal property, hospitalization or other insurance covering injury to me, loss or damage to any of my property is included in any fees paid for the program. I understand that if I desire insurance coverage or protection of any type, it is my responsibility to procure it on my own behalf. The College assumes no responsibility for insurance coverage or protection.
12. Should any of the provisions of this Agreement and Release, or portions thereof, be found to be invalid by any court of competent jurisdiction, the remainder of this Agreement and Release shall nonetheless remain in full force and effect. This Agreement and Release shall be construed under the laws of the State of Minnesota.
13. I understand that I assume full responsibility for any undisclosed physical, mental or emotional issues which might impair my ability to complete the program. If I do not make medical and psychological needs known in a timely manner, this may delay or cancel my participation in the program, if reasonable accommodations can not be made in a timely manner.

**I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL.**

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REGISTRANT'S SIGNATURE

DATE

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REGISTRANT'S NAME AND DATE OF BIRTH (please print)

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**IMPORTANT: IF REGISTRANT IS A MINOR (under 18 years of age): PARENT OR LEGAL GUARDIAN MUST SIGN.**

I am the Registrant's parent or legal guardian. I am signing this Agreement and Release on my own behalf and on behalf of the Registrant and his/her heirs and assigns.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL.

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PARENT OR LEGAL GUARDIAN'S SIGNATURE

DATE

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PARENT OR LEGAL GUARDIAN'S NAME (please print)

Return this Agreement and Release of Liability Form to: Augsburg Abroad, Office of International Programs (OIP), Box 307, 2211 Riverside Avenue, Minneapolis, MN 55454, or to Room 200, Murphy Place.

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