

LAFAYETTE COLLEGE

RELEASE AND WAIVER OF RESPONSIBILITY FOR ALL OFF-CAMPUS PROGRAMS

THIS IS A RELEASE OF LEGAL RIGHTS--READ AND UNDERSTAND BEFORE SIGNING.

Name of Applicant (please print): _____

Date of Birth: _____

Program Name/Location/Term: _____

(hereinafter referred to as "Program")

By signing below, I agree to the terms and conditions of the off-campus Program as follows:

Voluntary Participation. I understand that I am not required to participate in the above-referenced off-campus Program in order to satisfy any LAFAYETTE COLLEGE requirement. My decision to participate in the above-referenced off-campus program is completely voluntary.

Risks of Program. I understand that LAFAYETTE COLLEGE cannot guarantee my safety, and I acknowledge that my pursuit of an off-campus Program may expose me to significant risks including, but not limited to the hazards of:

- Travel by airplane, boat, train, bus, car, or other forms of transportation;
- Different or unstable political, legal, social, and economic conditions;
- Local health and weather conditions;
- The potential of criminal or injurious acts by others, including terrorism;
- Physical exertion or emotional distress associated with length of travel or activities undertaken while abroad;
- Exposure to infectious, communicable, and other diseases;
- Loss of valuable personal property;
- Financial loss, academic disruption, property damage and/or physical injury (including

death), resulting from war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic (including, but not limited to, COVID-19), outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party (“Force Majeure Event”).

- Lack of timely or competent medical services; and,
- other risks that may not be reasonably foreseeable.

I understand that I am solely responsible for my health and safety, and I assume full responsibility for the risks that are associated with off-campus study. I understand that LAFAYETTE COLLEGE assumes no responsibility for assuring the safety of travel to/from the Program site and/or ensuring my safety while I am participating in the off-campus Program.

Risk Mitigation Measures. I agree to:

- Consider insuring my property from loss or theft.
- Consider purchasing travel cancellation insurance, tuition insurance.
- Confirm that my US/home country insurance plan includes medical coverage for risks incurred while a student participating in an Off-Campus Program.
- Retain US/home country insurance throughout the period of the Off-Campus Program regardless of additional insurance that may be provided for international travel.

Compliance with Rules and Policies. I agree to comply with all the rules, regulations, and policies of LAFAYETTE COLLEGE or other sponsor, including those applicable generally and those pertaining specifically to the Program.

- I acknowledge that the Program director or other authorized officials may from time to time establish rules and policies for the Program which may be announced orally or in writing. I

understand that each foreign country has its own laws and standards of acceptable conduct, including those related to dress, manners, morals, politics, drug or alcohol use, and behavior. I recognize that conduct which violates those laws or standards could harm LAFAYETTE COLLEGE's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of and abide by all such laws and standards for each country to or through which I will travel during my participation in the Program.

- I agree that I will be responsible for all expenses associated with any legal problems resulting from or caused by allegations related to my conduct. I recognize that the Program director is authorized to determine the fitness of any student to continue participation in the Program, and that the Program director may do so based on whatever information he or she finds sufficient. The Program director may also implement individual discipline in his or her sole discretion.
- If a matter arises which is properly the subject of consideration under the LAFAYETTE COLLEGE student conduct process, I understand that the matter will be brought to the attention of the appropriate officials at the College; I understand that the time periods for such adjudication process may be adjusted accordingly.

Right of Dismissal. I understand that LAFAYETTE COLLEGE and/or its officers and employees as well as its representatives, agents, and companies have the right to decline or accept or retain or dismiss any person as a member of the Program at any time for cause. I am responsible for appropriate behavior in line with the code conduct as described in the Student Handbook. I am also responsible for adherence to guidelines and conduct policies set forth by the Program. If I am requested to leave the Program by an authorized representative of LAFAYETTE COLLEGE or Program sponsor because of my failure to comply with the requirements of this paragraph, I will do so. In the event my participation in the Program is so terminated by LAFAYETTE COLLEGE or the Program sponsor, I consent to being sent home at my own expense with no refund of fees, including tuition, and I will hold LAFAYETTE COLLEGE harmless from the expense of my return home.

Fitness to Participate. Understanding the above-mentioned risks, and understanding that participation in this Program may subject me to physical exertion, I hereby state that I am physically and psychologically fit to participate in this activity. I have also provided LAFAYETTE COLLEGE or the Program sponsor with written information regarding any health or medical conditions I have, including prescriptions, and consent to this information being disclosed to any health care providers in connection with any treatment I receive.

Duty to Inform. I understand that it is my obligation to inform myself fully about the off-campus Program and its destination(s), including but not limited to, researching and obtaining all inoculations that may be required/recommended; and making arrangements for any dietary, health or medical requirements that I may have.

Program Arrangements. LAFAYETTE COLLEGE and/or its officers and employees as well as its sponsors, representatives, agents, and companies act only as agents for the student in all matters pertaining to the procurement of housing and board accommodations and travel and they will not be responsible for any injury, damage (including consequential damage), loss, accident, or inconvenience which may be occasioned by reason of any defect in such housing and board accommodations as are procured or through the act or default of any company or person, proprietor or servant of any person or company which is proprietor, whether acting as agent or otherwise, engaged in or connected with management or ownership of such housing and board accommodations as are procured.

Personal Belongings. I understand that personal belongings are at "owner's risk" throughout the term of the off-campus Program and LAFAYETTE COLLEGE and/or its officers and employees are not responsible for any losses or damages (including consequential damages) incurred during the term of the off-campus Program, caused by injury, weather, strikes, war, insurrection, quarantine, pandemic (including, but not limited to, COVID-19), fire, loss, theft, vandalism, or any other causes.

Independent Travel. I understand that LAFAYETTE COLLEGE and its officers and employees are also not responsible for the welfare of participants during periods of independent travel, free time, or during any absences from the Program. Free time is typically defined as time outside of class contact hours, outside the parameters of Program arranged excursions, and weekends.

Release of Claims. LAFAYETTE COLLEGE, its trustees, officers, employees, or agents are absolved of any responsibility for claims or payment for illness, accident, or injury incurred during said off-campus Program.

On behalf of myself, my heirs, executors, administrators and assigns, I remise, release and forever discharge LAFAYETTE COLLEGE, its trustees, officers, employees, or agents therefore, from any and all manner of action, suits, debts, accounts, causes of action, controversies, damages, claims and demands whatsoever, in law or in equity, which against LAFAYETTE COLLEGE, its trustees, officers, employees, or agents therefore as aforementioned, he/she or they may have or acquire, by reason of student's death or personal injury, or loss or damage to personal property belonging to him/her, which may occur during or by reason of his/her participation in any way in the said off-campus Program, including but not limited to travel, housing, programming, or otherwise. I further agree not to sue LAFAYETTE COLLEGE or its trustees, officers, employees, or agents therefore in connection with the foregoing.

Indemnification, Defend, and Hold Harmless Provision I agree to indemnify, defend, and hold harmless LAFAYETTE COLLEGE and its trustees, officers, employees, or agents from any and all manner of action, suits, debts, accounts, causes of action, controversies, damages, claims, and demands whatsoever, in law or in equity, including reasonable attorneys' costs, which might arise or

be alleged to arise from any act or omission whatsoever by me during the entire time period or course of the off-campus Program including but not limited to claims alleging negligent or intentional acts or omissions on my part.

Parental/Guardian Notification. I consent to LAFAYETTE COLLEGE and/or the sponsor notifying my parents or guardian regarding any health, safety, disciplinary, legal, or other issue relating to my conduct and participation in the Program.

Photographs. I consent to the use of my photographs and statements by LAFAYETTE COLLEGE for publicity purposes.

Program Changes. LAFAYETTE COLLEGE or the Program sponsor reserves the right to change or alter any arrangement concerning the location and/or course component of the Program should this be necessary, make cancellations, substitutions, or changes in the case of emergency or changed conditions, including the level of participant interest in the Program. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or any force majeure event or other unforeseen causes. I understand that LAFAYETTE COLLEGE and/or the sponsor are not responsible for any such disruptions in the Program, nor for any consequent expenses I may thereby incur. If I become detached from the Program group, fail to meet a departure bus, airplane, boat, train, or other transit, or become sick or injured, I will, at my own expense and risk, seek out, contact, and rejoin the Program group at its next available destination.

Program Policies and Expectations. I understand that there are separate written policy documents that pertain to the financial, academic, and behavioral aspects of specific Programs and Program types that I am expected to review and agree to as a condition of my participation.

Binding Effect: Construction; Forum. I acknowledge that this contract will bind members of my family, my spouse, heirs, assigns, and personal representative; the contract will be construed under the laws of the Commonwealth of Pennsylvania; and I agree that any actions filed under or incident to this agreement or to the Program shall be brought in the Commonwealth of Pennsylvania.

Savings Clause. In the event that any part of this agreement is deemed unlawful, void, or otherwise unenforceable or invalid by a competent tribunal, then to the extent possible, such provision shall be rewritten so as to make the provision enforceable to the maximum extent permitted by law. If the provision is not enforceable at all, then only that unenforceable provision shall be voided and severed from the remainder of this agreement. The remainder of this agreement shall remain in full effect and shall be interpreted and enforced to the maximum extent permitted by law.

I have read the entire LAFAYETTE COLLEGE off-campus Program Release and Waiver. I understand its terms and I agree to the terms outlined above and accept the consequences of these terms.

Signature of Student

Date

E-Mail: _____

Cell: _____

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