



**GENERAL WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND HOLD HARMLESS AGREEMENT
FOR STUDY ABROAD STUDENTS**

***THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE READ CAREFULLY
AND UNDERSTAND IT BEFORE SIGNING
THIS IS AN IMPORTANT LEGAL DOCUMENT***

In consideration of the educational experience being afforded above, I expressly agree to execute this general waiver of liability, assumption of risk and hold harmless agreement which may be in addition to or in conjunction with any other release as may be required by my study abroad program which requires an additional release.

This release is executed by _____
Print full name of applicant (future participant)

Street address

City

State

Zip code

If applicant is of minority legal age, _____
Full name of applicant's parent or guardian

Street address

City

State

Zip code

The term "Undersigned" refers to both Participant and Participant's Parent or Guardian.

Participant's Desire to Participate in a Study Abroad Program

1.1 Participant is a student qualified for and approved by Lander University to enroll in a course of study ("Academic Program") arranged through Lander and offered by the following institution ("Host Institution"):

Host Institution

Host country

Enrollment period from _____ to _____, _____
Month Month Year

Indemnification and Waiver of Lander's Liability for Risks and Dangers

2.1 The Undersigned/Participant understands that participation in the Lander University Study Abroad Program specified above may involve risks not found in study at the University. These include, but are not limited to, risks involved in traveling to, 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. Lander cannot and does not assume responsibility for any personal injuries or property damage sustained by the Undersigned/Participant during the Study Abroad Program.
- 2.2 The Undersigned/Participant also understands that this program is taking place during the COVID-19 global pandemic, and that there is a risk relating to infectious diseases, which may result in serious infections, illnesses, injuries, expenses, hospitalization, medical costs, disability, and possible pain, quarantine, suffering, and death. The Undersigned/Participant fully agrees and acknowledges that the University is in no manner responsible for the health, safety or well-being of the Undersigned/Participant during this program or any undertakings related thereto. The Undersigned/Participant assumes responsibility for all costs associated with quarantine including but not limited to hotel or travel accommodations.
 - 2.3 By the signature of the Undersigned/Participant below, the Undersigned/Participant completely releases and covenants not to sue the University, Lander Foundation, or any of its agents, from the above-mentioned risks and dangers (intended as examples of risks and not an exhaustive list), and agrees to indemnify the University and the Lander Foundation for damages, reasonable attorney's fees and costs in the event the Undersigned/Participant seeks a legal remedy and the University and the Lander Foundation are the prevailing parties.

Participant Responsibility for Medical Needs

- 3.1 The Undersigned assures Lander that Participant has consulted with a medical doctor with regard to Participant's personal medical needs, and the Undersigned further assures Lander that there are no health-related reasons or problems which preclude or restrict Participant's participation in this Study Abroad Program.
- 3.2 The Undersigned is aware of all applicable personal medical needs, and has arranged for adequate health and medical insurance (applicable to the Host Country and other foreign countries where the Participant is expect to be present) to meet any and all needs for payment of hospital or repatriation costs while undertaking this Study Abroad Program. The Undersigned agrees that Lander is not responsible for any of Participant's medical or medication needs, that the Undersigned assumes all risk and responsibility therefore, and that if Participant is required to be hospitalized while in a foreign country or in the United States during this Study Abroad Program, Lander does not assume any legal responsibility for payment of such costs. The Undersigned further agrees that the Undersigned will provide any medical history of Participant required by the Host Institution, and that, absent extenuating medical circumstances, Participant will take any prophylactic medication (such as malaria tablets) that Participant is instructed to take by the Host Institution.
- 3.3 The Undersigned understands the need during the placement process to disclose any disability for which accommodation is needed, and to cooperate with Lander and the Host Institution in determining what placement, if any, can be made with reasonable accommodation and without undue burden.

Disclaimer of Lander's Responsibility

- 4.1 The Undersigned understands that Lander does not represent or act as agent for the Host Institution, the transportation carriers, hotels, or other suppliers of services connected with this Study Abroad Program. The Undersigned further understands and agrees that Lander is:
 - 4.1.1 Not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of any company or person engaged in providing or performing any of the services involved in this Study Abroad Program;
 - 4.1.2 Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes;

- 4.1.3 Not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred there from.

Lander's Rights and Powers

- 5.1 Lander reserves the following rights and powers:
- 5.1.1 The right to cancel without penalty the offering and conduct of the Study Abroad Program;
 - 5.1.2 The right to make any alterations, deletions or modifications in the itinerary and/or Study Abroad Program as deemed necessary by Lander or by the Academic Program providers.
- 5.2 The Undersigned acknowledges the right of Lander University to withdraw its approval for study at an institution on Lander University's list of approved institutions at any time if one or more the following situations occurs: a U.S. Travel Warning is issued for the state in which the institution is located; should active combat, civil unrest, or terrorist activity occur in the environs of that institution; a state of war be declared by or against the host state; the Centers for Disease Control issue a warning concerning an epidemic; or in the event of a natural disaster in the environs of the host institution.

Potential Travel and Accommodation Problems

- 6.1 The Undersigned acknowledges and agrees to 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. The Undersigned acknowledges and understands that Lander assumes no liability whatsoever for any loss, damage, destruction, theft or the like to Participant's luggage or personal belongings, and that Participant has retained adequate insurance or has sufficient funds to replace such belongings and will hold Lander harmless therefrom. The Undersigned must provide a copy of their certificate of insurance to be placed on file at Lander University in a secure area, but by such storage, Lander does not warrant to inspect such coverage is applicable to the Host Country nor as to the type of plan nor its limits of coverage.
- 6.2 The Undersigned acknowledges and understands that in the event Participant becomes separated from a field trip group, fails to meet a departing bus, airplane, or train, or becomes sick or injured, Participant will bear all responsibility to seek out, contact, and reach the field trip group at its next available destination, and that Participant shall bear all costs associated with rejoining the field trip group at its next available destination.
- 6.3 The Undersigned understands that living conditions (including but not limited to housing, catering, and access to computer facilities) in the Host Country may differ significantly from the types of services provided in the United States. All services and accommodations are subject to the laws of the country in which they are provided.

Legal Problems

- 7.1 The Undersigned acknowledges and understands that should Participant have or develop legal problems with any foreign nationals or foreign governments, Participant will attend to the matter personally with Participant's own personal funds. Lander is not responsible for providing any assistance under such circumstances.

Acceptable Conduct by Participant

- 8.1 The Undersigned agrees to participate fully in all portions of the program and further agrees that any deviation from the design of the program's content or format, including, but not limited to participation in field trips, participant-initiated changes to the number or type of courses/tutorials, participant-initiated changes to existing housing arrangements, etc., must be approved in advance in writing by Lander University's Director of Study Abroad.

8.2 The Undersigned is aware of the expected behavior of Participant while participating in this Study Abroad Program. The Undersigned is aware that, as a guest in a foreign country, there is certain behavior that is unacceptable and could lead to possible disruption of Participant's participation in the Study Abroad Program. The Undersigned assures Lander that Participant shall act in an appropriate manner at all times, will abide by the laws of the Host Country, will read all safety information provided to Participant by the Host Institution as part of program orientation, and as otherwise available to a reasonable traveler by reasonable inspection or inquiry. The Undersigned understands that Program Directors may establish appropriate rules for their programs, that a Program Director's decision to dismiss a participant from a program for violating such rules or for other disruptive or inappropriate behavior will be final, and that if Participant is dismissed from the program, the Undersigned will be responsible for all costs associated with Participant's return to the United States. The Participant re-affirms that as a Lander student, the code of conduct for Lander students remains in full force and effect and applicable to the Participant.

Assumption of the Risks Involved

- 9.1 The undersigned has, as advised by the Lander University International Programs Office, reviewed the U.S. Consular Affairs Information Sheets and Travel Warnings <https://travel.state.gov/content/travel.html> and the Travelers' Health section of the Centers for Disease Control's Internet page <https://wwwnc.cdc.gov/travel/destinations/list/>, and informed of such risks, the Undersigned hereby assumes, knowingly and voluntarily, each of these risks and all the other risks that could arise out of or occur during his/her travel to, from, in or around the country in which this program is located.
- 9.2 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Study Abroad Program, the Undersigned, on behalf of Participant and Participant's family, heirs, assigns and personal representative(s), agree to assume all the risks and responsibilities surrounding Participant's participation in the Study Abroad Program, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance releases, waives, and forever discharges Lander, its governing board, officers, trustees, agents, employees, and any students acting as employees ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which the Undersigned may have or which may hereafter accrue to the Undersigned, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from the Host Country where the Study Abroad Program or any adjunct to the Study Abroad Program occurs or is being conducted.
- 9.3 The Undersigned understands and agrees that Releasees do not have medical personnel available at the location of the Study Abroad Program, during transportation, at the Host Institution, or anywhere in the Foreign Country. The Undersigned understands and agrees that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. The Undersigned understands and agrees that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.
- 9.4 It is the Undersigned's express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of the Participant's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a Release, Waiver, Discharge, and Covenant not to sue the above-named Releasees. The Undersigned agrees to save and hold harmless, indemnify, and

defend Releasees from any claim by the Undersigned or Participant's family arising out of Participant's participation in the Study Abroad Program.

- 9.5 In signing this Release, the Undersigned acknowledges and represents that the Undersigned has become fully informed of the contents of this Waiver of Liability and Hold Harmless Agreement by reading it before signing it, and by signing this document as the Undersigned's own free act and deed confirm that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.
- 9.6 The Undersigned agrees that, should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions will remain in full force and effect.
- 9.7 The Undersigned represents that his/her agreement to the provisions herein is voluntary, and further that, prior to the signing of this agreement, he/she has the right to consult with an adviser, counselor, or attorney of his/her choice.
- 9.8 The Undersigned agrees that, should there be any dispute concerning his/her participation in the program that would require adjudication by a court of law, such adjudication will occur in the courts of, and be determined by the laws of South Carolina and courts located in Greenwood South Carolina.
- 9.9 The Undersigned acknowledges that this agreement represents his/her complete understanding with the College concerning the College's responsibility and liability for his/her participation in the program, supersedes any previous or contemporaneous understandings he/she may have had with the University on the subject, whether written or oral, and cannot be changed or amended in any way without written concurrence.
- 9.10 The Undersigned executes this release for full, adequate, and complete consideration fully intending to be bound by the same,
- 9.11 The Undersigned states that Participant ___ is / ___ is not at least eighteen (18) years of age and fully competent to sign this Agreement.

Name of Participant

Notary Witness

Please print

Please print

Signature of Participant

Signature of Notary Witness

Please sign

Please sign

Date

Notary term expires _____

Date

If Participant is under 18 years of age:

Co-signature of parent of guardian

Date

NOTARY SEAL