

**STATEMENT OF RESPONSIBILITY, RELEASE OF LIABILITY, AND
AGREEMENT TO PARTICIPATE IN A VANDERBILT UNIVERSITY
INTERNATIONAL STUDIES PROGRAM**

I, the undersigned, am a student at Vanderbilt University (“Vanderbilt” or “the University”). I desire to participate in the international program sponsored by the University described in Appendix A [*a detailed description of the program*] (“Program”). I understand and hereby acknowledge that my participation in the Program is not a requirement for earning a degree from Vanderbilt and, therefore, my participation is wholly voluntary. In consideration of being allowed to participate in the Program, I hereby agree as follows:

- 1) I hereby represent and warrant that I am and will be covered throughout my participation in the Program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I may sustain or experience while inside or outside the United States, including in particular, any country in which I will be residing and/or traveling while participating in the Program. I agree to report to the University at least sixty (60) days prior to my departure any physical or mental condition I have which may require special medical attention or accommodation during the Program.
- 2) If I should suffer an injury or illness while participating in the Program, or any other activity associated with the Program, I authorize the employees of Vanderbilt to use their discretion to have me treated at the nearest health care facility and hereby give consent, and I take full responsibility for that action and the costs associated with such care.
- 3) **I understand and agree that participation in the Program carries with it the risk to me of personal or bodily injury (including death) and loss or damage to property, and I willingly and knowingly accept that risk. I also understand and agree that Vanderbilt does not and will not guarantee my safety during my participation in the Program. With this understanding, I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release, relieve, indemnify and forever discharge Vanderbilt University, its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any personal or bodily injury (including death) and loss of or damage to property that I may sustain, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program, any related or independent travel, any activities (e.g., club or extracurricular activities) or field trips, irrespective of whether or not they are sponsored, supervised or controlled by the University, except such liability arising directly and solely from gross negligence on the part of the University.**
- 4) I understand that the University reserves the right to make changes to the

Program itinerary at any time and for any reason, with or without notice, and the University shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. The University is not responsible to me for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the University makes a flight arrangement. Any additional expense resulting from the above will be paid by me. The University reserves the right to substitute hotels or accommodations or housing of a similar category at any time. I understand and agree that specific room and housing assignments are within the sole discretion of the University.

5) I understand and acknowledge that the University assumes no responsibility or liability, in whole or in part, for any delays or changes in departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, expenses, damages, weather, strikes, acts of God, circumstances beyond the control of the University, *force majeure*, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond the University's reasonable control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other factors beyond the control of the University, I am required to spend additional nights, the University will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are transported at my risk entirely. The right is reserved by the University, in its sole discretion, to cancel the Program or any aspect thereof prior to departure; and, in the University's sole reasonable discretion, to cancel the Program or any aspect thereof after departure, requiring that all participants return to the United States, if the University determines or believes that the risks of personal or bodily injury (including death) or property damage associated with my or any other person's continued participation in the Program is or will be unacceptable to the University.

6) I understand and agree that throughout my participation in the Program I am responsible for abiding by the laws of any country in which I am residing or traveling and the policies and procedures of the University and the host institution. The University reserves the right to decline to accept or retain me in the Program if, at any time, my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates the laws of any country in which I am residing or traveling or any policy or procedure of the University or of the host institution, I understand that I may be required to leave the Program in the sole reasonable discretion of the University's employees, agents and representatives, and I may be referred to the appropriate Vanderbilt officials for further disciplinary or other action. I understand and hereby acknowledge that I will be subject to discipline by Vanderbilt University, as well as by the host institution I attend or in whose facilities I reside or learn in connection with the Program, if I violate any above-referenced law, policy or procedure. I hereby consent to the jurisdiction of all such institutions (including

Vanderbilt) to discipline me, separately or cumulatively, for any and all instances of my misconduct which occur during the Program or during my time abroad. I agree that if I leave the Program for any reason, I shall not be entitled to a refund or reduction of fees.

7) Attached to this form is a copy of the current U. S. State Department Consular Information concerning travel to, in and around the country and countries or region(s) in which I am scheduled to travel. I acknowledge that I have read and understand the information provided in the U.S. State Department Consular Information and have been provided with an opportunity to ask questions and receive answers to my satisfaction. I am aware of and understand the risks and dangers of such travel, including but not limited to the dangers to my own health and personal safety posed by terrorism, crime, civil unrest, and violence. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks which could arise out of or occur during such travel.

8) I acknowledge that while my participation in the Program is voluntary, by choosing to participate in the Program there will be certain field trips that may be required. During the Program, I may also choose to participate in elective excursions or cultural events whether or not sponsored by Vanderbilt, the host institution, or other organizations. I understand and hereby acknowledge that where I face a risk of personal or bodily injury (including death) or loss or damage to property due to civil unrest, violence, terrorism, crime or political instability by my travels (whether as part of the Program or independent of it), I hereby assume, knowingly and voluntarily, each such risk which could arise out of or occur during such travels.

9) I may elect to join one or more clubs affiliated with the host institution, or participate in extracurricular activities sponsored by the host institution or other entities during the Program. I hereby represent and warrant that my participation in these clubs or activities is not required by Vanderbilt and is wholly voluntary. I further agree that Vanderbilt does not sponsor, supervise, or control these clubs or their activities in any manner whatsoever. I understand and hereby acknowledge that some of these clubs involve participation in adventure sports and other inherently dangerous activities which may cause me to face an increased risk of injury or death. I hereby assume, knowingly and voluntarily, each of the aforementioned risks and all of the other risks which could arise out of, occur during, or result from my participation in a club, its activities or any travel incident thereto, and acknowledge and agree that Vanderbilt shall not be liable for any personal or bodily injury or property damage or loss arising out of or in connection with my participation in these activities

10) I consent to Vanderbilt's use of my name, photograph, likeness, comments for use in Vanderbilt publications, including publicity or promotional materials.

11) I agree that this Agreement is to be construed under the laws of the State of Tennessee, U.S.A., and that if any portion is held invalid, the remaining provisions shall continue in full legal force and effect.

CAUTION: READ BEFORE SIGNING

In signing this Agreement, I hereby acknowledge that I am eighteen (18) years of age or older. I have read the entire document, that I have been given the opportunity to ask questions and receive answers to my satisfaction, that I have had the opportunity to have an attorney of my choosing review this release form, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, including that I am signing a complete and perpetual release and bar to any and all claims of ordinary negligence resulting from my participation in this activity, and that I have signed it knowingly and voluntarily.

Name (Signature)

Name (Printed)

Date