

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Release, dated \_\_\_\_\_ is given by \_\_\_\_\_ whose address is \_\_\_\_\_

\_\_\_\_\_ (referred to as "I") to New Jersey Institute of Technology, located at 323 Dr. Martin Luther King, Jr. Blvd., Newark, NJ 07102 ('NJIT').

1.0 Participant's Desire to Participate in the Academic Program.

I am a student qualified for and accepted in the International Summer Program ('Program') arranged through the NJ School of Architecture, and offered in conjunction with the University of Siena ('Host International') from \_\_\_\_\_ through \_\_\_\_\_ on location in the country of Italy ('Foreign Country'). I acknowledge that I am not required to participate in the Program, but have voluntarily elected to participate.

2.0 Wavier of NJIT Liability for the Risks and Danger.

I understand that there are certain dangers, hazards and risk inherent in International travel and the activities included in the Program, including but not limited to illness, accidents, travel delays and actions of foreign governments and/or third parties such as strikes, civil disturbances, war or terrorist activities. I also understand that participating in the Program could involve the risk of serious or even fatal injuries and property damage and that NJIT cannot and does not assume responsibility for any personal injuries and property damage.

3.0 Participant Responsibility for Medical Needs.

I represent to NJIT that I have consulted with a medical doctor with regard to my personal medical needs and represent that there are no known health-related reasons or problem which preclude or restrict my participation in the Program.

I represent that I process adequate hospitalization and medical insurance to meet any needs for payment of hospital and medical cost while undertaking this Program. I agree that NJIT cannot be and is not responsible for attending to any of my medical or medication needs, that I assume all risk and responsibility therefore, and that if I am required to be hospitalized while in a foreign country or in the United States during the Program, NJIT cannot and does not assume any legal responsibility for payment of such costs.

4.0 Disclaimer of NJIT Responsibility.

I understand that the NJIT in no way represents or acts as agents for the Host Institution, the transportation carriers, hotels and other suppliers of services connected with this Program. I further understand and agree that NJIT, its trustees, employees, and agents are:

- 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 the Host Institution, or any company or person engaged in providing or performing any of the services involved in the Program:
- 2. Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disaster, or other such unforeseen causes;
- 3. Not responsible for any disruption of travel arrangements, transportation, accommodations or any consequent additional expenses that may be incurred therefrom.
- 4. Not responsible for losses or expenses associating with damage, loss, destruction, theft or the like of my luggage or personal belongings.

5.0 NJIT'S Rights and Power.

NJIT reserves the right to cancel without penalty the offering and conduct of the Program. Additionally, NJIT reserves the right to withdraw or to make any alterations, deletions or modifications in the itinerary and/or Program deemed necessary by NJIT or by the course instructors as agents of NJIT.

6.0 Legal Problems

I acknowledge and understand that should I have legal problems with any foreign nationals or government while participating in the Program, I will attend to the matter personally with my own personal funds. NJIT is not responsible for providing any assistance under such circumstances.

7.0 Acceptable Conduct by Participant.

I am aware that as a guest in a foreign country there are certain behaviors, including but not limited to, rowdiness, alcohol- or substance-abuse, that are unacceptable and could lead to the disruption of my participation in the Program, including my expulsion from the Program and return to my home at my own expense and without refund of any kind. I assure NJIT that I shall act in an appropriate manner at all times, and abide by all directives of faculty and staff while abroad.

8.0 Assumption of the Risks Involved

Knowing the dangers, hazards, and the risks of such activities, and in consideration of being permitted to participate in the Program I, my family, heirs, and personal representative(s) agree to assume all the risks and responsibilities surrounding my participation in the Program, the transportation, and in any independent research or activities undertaken in connection with the Program. I, my family, heirs and personal representatives agree in advance to release, forever discharge, waive, and covenant not to sue NJIT, its trustees, agents, and employees ('Releasees'), from and against any and all harm, injury, damage, loss, claims, demands, actions, cost, and expenses of any nature whatsoever sustained by me or by my property, whether caused by the negligence or carelessness of the Releasees, while participating in the Program.

I understand and agree that Releasees do not have medical personnel available at the location of the Program, at the Host Institution, or anywhere in the Foreign Country. I understand and agree 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. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. It is my express intent that this Agreement binds my family and spouse if I am alive, and my family, estate, heirs, administrators, personal representatives, or assigns if I am deceased, and shall be deemed as a Release, Waiver, Discharge, and Covenant Not to Sue the above-named Releasees. I agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in the Program.

I, my family, heirs and personal representatives agree in advance to release, forever discharge, waive, and covenant not to sue NJIT, its trustees, agents, and employees ('Releasees'), from and against any and all harm, injury, damage, loss, claims, demands, actions, cost, and expenses of any nature whatsoever sustained by me or by my property, whether caused by the negligence or carelessness of the Releasees, while participating in the Program.

I understand and agree that Releasees do not have medical personnel available at the location of the Program, at the Host Institution, or anywhere in the Foreign Country. I understand and agree 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. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Agreement binds my family and spouse if I am alive, and my family, estate, heirs, administrators, personal representatives, or assigns if I am deceased, and shall be deemed as a Release, Waiver, Discharge, and Covenant Not to Sue the above-named Releasees. I agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in the Program.

9.0 Miscellaneous.

In signing this Release, I represent that I am fully informed of the content of this agreement by reading it before signing it. I also represent that I have signed this Agreement freely and confirm that no oral representations or statements, apart from what is contained in this Agreement, have been made.

I execute this for full, adequate, and complete consideration, fully intending to be bound by its terms. I represent that I am at least 18 years old and fully competent to sign this Agreement.

10.0 Governing Law + Forum.

I further agree that this Agreement shall be construed in accordance with the laws of the State of New Jersey, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Program. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected.

THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE READ BEFORE SIGNING. I CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18).

AGREED AND ACCEPTED BY:

STUDENT:

\_\_\_\_\_ Date \_\_\_\_\_

Signature

Printed Name

EMERGENCY CONTACT:

\_\_\_\_\_ Relationship \_\_\_\_\_

\_\_\_\_\_ Daytime Phone Number \_\_\_\_\_ Evening Phone Number \_\_\_\_\_