

**UNIVERSITY OF AKRON SCHOOL OF LAW ASIA STUDY ABROAD PROGRAM
PROGRAM PARTICIPATION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY**

Name: _____

Student's Home Institution: _____

Program Dates: July 15-26 (South Korea) and/or July 29-August 9, 2019 (Japan)

Please read all provisions of this Agreement carefully before signing.

1. **Acknowledgment and Acceptance of Risk.** In arranging the Asia study abroad program in South Korea and Japan (the "Program"), the University of Akron School of Law makes every effort to protect the welfare and safety of the participants. Recognizing that participation in the Program is voluntary and that participants voluntarily assume certain inherent risks, I acknowledge and agree that neither the School of Law, the University, its Board members, officers, employees, and, nor any cooperating institution (collectively the "University"), assume any responsibility for damages to or loss of my property, any personal illness, any personal injury, or death caused by my participation in the Program. By voluntarily participating in the Program, I freely assume any risk associated with or arising out of traveling, studying, conducting research, engaging in community service, and living abroad. I have no physical, mental, or emotional condition, limitation or disability that would preclude me from participating in the Program.

I further acknowledge that it is my responsibility to review U.S. State Department travel advisories, warnings, or other information available through <http://www.state.gov/travelandbusiness/> and freely assume any and all risks which may arise, concern, or relate to the conditions contained in any advisory statements, warnings or other information. I also acknowledge that I am free to seek out any additional before traveling, studying, and living abroad. As a condition of participating in the Program outside of the U.S., I agree that my decision to travel, study, and live abroad is solely my choice and that I voluntarily assume any and all related risks concerning such activities.

2. **Insurance.** I acknowledge and agree that it is my responsibility to ascertain whether I have adequate health and accident coverage overseas, and to procure any other insurance coverage as I may deem necessary. Furthermore, I understand that it is my sole responsibility to review such coverage and obtain any additional coverage that I deem appropriate. In addition, all participants in University sponsored study abroad programs or international travel are required to purchase international health and emergency insurance through the University.
3. **Program Changes.** I understand and agree that, although the University will attempt to maintain the Program as described in its publications, it reserves the right to change the Program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that the University shall not be responsible or liable for any expenses or losses that I may sustain because of such changes.
4. **Removal From Program.** I understand and agree that the University reserves the right to expel me from the Program at any time if it determines, in its sole discretion, that my actions or general behavior impede or obstruct the Program or if I fail to follow University policies. I understand that I am responsible for maintaining a course study while abroad. I will attend all classes, take all examinations and do all assigned work. I understand that I will spend periods of time working under the supervision of the University, but also will spend periods of time acting independently and I am responsible for my day-to-day activities and for ensuring my health and safety during my stay in the host country.

5. **Local Laws and Prohibition of Illegal Drugs.** I understand and agree that violations of local law will be referred to and handled by law enforcement authorities. Moreover, I further agree that the use of illegal drugs in any form will not be tolerated and shall be grounds for immediate expulsion from the Program, total forfeiture of all program fees, and loss of all course credit. I understand that while I am a visitor in a foreign country, I am subject to the laws of that country.
6. **Waiver, Release, and Hold Harmless.** I do hereby forever and absolutely waive and release any and all claims against the University arising out of or relating to my participation in the Program, including, but not limited to, claims related to any injury, loss, damage, accident, natural disaster, delay or expense resulting from the use of any vehicle, any strikes, act of war, acts of terrorism, weather, sickness, quarantine, government restrictions or regulations or arising from any act of omission or any airline, railroad, bus company, taxi service, hotel, restaurant, school, university, or other firm, agency, company or individual or any other related matter. I also release the University and agree to indemnify and hold them harmless, with regard to any financial obligations or liabilities that I may personally incur or any damage or injury that I may cause, while participating in the Program.
7. **Independent Travel.** I understand and agree that all travel during or related to the Program will be at my own own expense and responsibility.
8. **Consent To Medical Treatment.** In the event I suffer any injury or illness during the Program, I authorize the University's representatives, at my expense, to secure necessary treatment, including, but not limited to, the administration of an anesthetic and surgery, and such medication as may be prescribed. It is further agreed that if my condition so requires, I may be returned to the United States at my expense. I further assume any and all risks associated with or arising from any such medical treatment and agree to waive any and all claims which I might assert against the University. Notwithstanding the foregoing, this consent to medical treatment does not constitute an obligation on the part of the University to secure any such treatment on my behalf.
9. **Media.** I authorize the use of my name, likeness, image, and statements in all forms for promotional materials for The University of Akron.
10. **Damage or Loss.** I understand and agree that I may be charged for damage to property of the University or its partners.
11. **Governing Law.** I agree that if there is any dispute concerning my participation in the Program or the interpretation of this Agreement, any such disagreement shall be determined in accordance with the laws of the State of Ohio.
12. **Entire Agreement And Modification.** The terms and conditions of this Agreement represent the parties' complete understanding with regard to my participation in the Program and supersedes any previous or contemporaneous agreements with the University on this subject, whether written or oral, and cannot be changed or amended in any way without the written concurrence of the parties. I further agree that, should any provision or aspect of this Agreement be found to be unenforceable, that all remaining provisions will remain in full force and effect.
13. **Independent Analysis And Binding Authority.** I have carefully read this Agreement and fully understand its contents. I further acknowledge and agree that I have had an opportunity to consult with counsel before executing this Agreement. I acknowledge and agree that Agreement shall be binding on my survivors, heirs, successors, and assigns. I am aware that this Agreement constitutes a release of liability, including but not limited to, liability for negligence, and a hold harmless agreement, and I sign it of my own free will and accord.

I HAVE READ ALL OF THE ABOVE INFORMATION AND CONSENT TO ALL OF THE FOREGOING PROVISIONS. I state that I am over the age of eighteen (18) years and am competent to execute this Release and Waiver of Liability.

Name (Please Print): _____

Signature: _____

Date: _____