

Travel Agreement and Release of Liability

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1 Acknowledgement of Terms of This Agreement

THIS DOCUMENT IS A LEGAL AGREEMENT, WHICH INVOLVES THE WAIVER OF LEGAL RIGHTS. READ IT CAREFULLY IN ITS ENTIRETY BEFORE SIGNING.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles). Any legal matters arising from this Agreement will be tried in a court of competent jurisdiction in the Commonwealth of Massachusetts.

All references in this Agreement to the Colleges of the Fenway, hereafter referred to as "COF", shall include all Trustees, officers, directors, staff members, volunteers, group leaders, employees, agents and affiliates, successors and assigns, and any other person or entity acting **on behalf of Emmanuel College, Massachusetts College of Art and Design, MCPHS University, Simmons University, Wentworth Institute of Technology, and Colleges of the Fenway Incorporated**, as the case may be.

All references to Travel Program, hereafter referred to as "Program", shall include any travel authorized, approved, or arranged by COF including, but not limited to, faculty-led programs, programs arranged by a provider, independent study or research, internships, work, or rotations, and direct enroll or exchange programs.

I affirm that I have attained the age of 18 and that I am voluntarily participating in this Program. In consideration for being permitted to participate in the Program, I agree as follows:

2 Assumption of Risk

I understand that there are inherent risks involved with participating in a Program away from campus that are beyond the control of COF. I understand and acknowledge that these risks may include, but are not limited to, risks associated with traveling to and within, and returning from, one or more states, foreign countries, or territories; different legal, social, law enforcement, and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; different standards as to the availability and provision of medical care; and different weather conditions. I understand that I am responsible for researching and evaluating the risks to myself and my property, and am responsible for my actions in relation to risks. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly. I

understand that, although COF has approved my participation in the Travel Program, it cannot eliminate all risks or guarantee my safety while I am participating in the Program.

3 Health Insurance Responsibilities and Requirements

I understand that I am required to have adequate health, accident, and hospitalization insurance to cover myself during my participation in the Program. I hereby confirm that I have verified with my health insurer that my health insurance plan will cover me during my participation in the Program and is valid in the country of the Program. I acknowledge that COF has advised me to obtain insurance coverage for medical evacuation and repatriation, if I do not already have such coverage. I agree that I will be solely responsible for payment in full of all costs of medical care I may receive during my participation in the Travel Program.

I have consulted with a medical care provider with regard to my personal medical needs and I am aware of all applicable personal medical needs, including, but not limited to obtaining any recommended immunizations before traveling to my destination. I will make available to the Program accurate and complete medical information and any other personal data necessary in planning for a safe and healthy Travel experience. By signing this form, I am stating I have no health-related reasons or problems that preclude or restrict my participation in the Travel Program.

4 Legal Issues in Host Locations

I understand that while on a Travel Program, I shall be subject to the laws of the host location and host country. I further understand that for international destinations, these laws, and the penalties for violating them, may be very different from and much more stringent than laws in the United States. I understand that it is solely my responsibility to understand the laws that may apply to me and to abide by them. I understand that in the event I develop legal problems with any state government, foreign nationals or with the government of the host country I shall be required to attend to the matter personally, and with my own personal funds. I agree that COF is not responsible for providing any assistance under such circumstances.

5 Medical Authorization

In the event I become ill or injured during the Program and I am unable to arrange for my own medical evaluation or treatment, I request and authorize the Program leaders to secure on my behalf any emergency medical treatment or services deemed appropriate under the circumstances, and further request and authorize that such medical treatment as is recommended by medical personnel be instituted without delay. If it is deemed necessary or desirable by medical personnel or COF, its employees or agents, I authorize them to transport me back to the United States, by commercial airline or otherwise, at my own expense, for medical treatment.

I also understand and agree that if I experience serious health problems, suffer an injury, or am otherwise in a situation that raises significant health and safety concerns, then COF may contact my parents or any other person whose name I have provided as my "emergency contact." I understand that COF will not ordinarily initiate such contact without first having a discussion with me.

6 Payments and Cancellation Policy

I acknowledge that COF has the right to cancel, terminate, or make changes or substitutions to the Travel Program or any aspect thereof at any time, in its sole discretion, for any reason including but not limited to economic hardship, the health or safety of participants, the occurrence or threatened occurrence of natural disasters, outbreaks of diseases, acts of terrorism, acts of war, civil unrest, political instability and other changes in conditions that result in a change to published threat levels by recognized authorities such as the United States Department of State, the Centers of Disease Control and the World Health Organization. I understand that Program fees are subject to change.

I acknowledge that COF has the right to terminate my individual participation in the Program or any aspect thereof at any time, in its sole discretion, for any reason including but not limited to my violation of Program rules, policies, standards or instructions, reasons relating to my health or safety or violation of the terms of this Agreement and the Policies/Student Responsibilities.

If I withdraw from the Program before it begins, I acknowledge that I will not be reimbursed for any travel arrangements that are nonrefundable or subject to cancellation fees and that if I leave the Program for any reason (voluntary or involuntary) before the Program has concluded, I will not be entitled to any refund of, or relieved of the obligation to pay, in whole or in part, any fees or other charges that have been paid, assessed or incurred in connection with my participation in the Program.

7 Permission to Communicate with Emergency Contacts

I understand that it is my responsibility, not that of COF, its employees or agents, to provide my parents/guardians/significant others with important information about this Program, particularly emergency contact information. I give permission to COF to share information with the people I have designated as my emergency contacts and my parents/guardians/significant others as necessary for my health and safety.

8 Release of Colleges and Employees

I hereby release and hold harmless **all Trustees, officers, directors, staff members, volunteers, group leaders, employees, agents and affiliates, successors and assigns, and any other person or entity acting on behalf of Emmanuel College, Massachusetts College of Art and Design, MCPHS University, Simmons University, Wentworth Institute of Technology, and Colleges of the Fenway Incorporated, as the case may be**, from any and all liability for any loss, damage, injury or expense that I, my property, or my next of kin may suffer, including death, as a result of my participation in this program due to any cause whatsoever, including, but not limited to:

1. Breach of contract, delay, or expense resulting from events beyond control of COF, or acts of nature.
2. Acts or omissions of, any host institution, program provider, host family, place of lodging, tour organizer, or other provider of goods or services in connection with my Program.
3. Loss of enjoyment, disappointment, distress, or frustration, whether physical or mental, resulting from any of the following:
 1. My failure to obtain the necessary documentation to travel;

2. My failure to arrive on time for initial departure or for connections within the Program or to stay within or join the Program at any time after initial departure;
3. My leaving the Program prior to its completion.

I hereby agree to exonerate, indemnify and hold COF, its employees and agents, harmless from and against any and all liabilities and obligations for which I may become liable as the result of damage or injury to the person or property of others while I am a participant in the Travel Program.

9 Student Responsibilities

I understand and will comply with the terms of participation, codes of conduct, and emergency procedures of the Program in which I am a participant. I agree that COF, my home institution and host Program, and its employees and agents, shall have the right to enforce appropriate standards of conduct and that COF may, at any time, terminate my participation in the Program in the event of any failure to abide by any such standard of conduct. If my participation in the Program is so terminated, I agree to depart the Program immediately thereafter, at my own expense, and COF shall be under no obligation to refund any portion of the fees and other charges which have already been paid or to afford me any credit against fees and charges which have accrued but have not yet been paid.

I will also accept in good faith the instructions and suggestions of COF, its employees and agents including Travel Leaders, in all matters relating to the Program including the personal conduct of Program participants.

I understand that COF will not monitor or control my daily personal decisions and choices and cannot prevent me from engaging in illegal, dangerous, or unwise activities. I will inform myself of, and will abide by, all such laws, regulations, standards, and policies, including, without limitation, those involving the use and sale of drugs and alcohol, and promise to act responsibly and with respect for persons and property.

I acknowledge and agree that COF shall not be responsible whatsoever for any injury or loss suffered by me during periods of independent travel (which I understand are unsupervised), including independent travel during the program, travel beyond the end-date of the program, and when absent from activities which are supervised by the Program, its employees or agents. I understand that I am strongly discouraged from operating motor vehicles during my Program. I understand that if I operate a motor vehicle, COF assumes no financial responsibility for legal aid, any injury to myself or others, any property damage to the vehicle or surroundings or for my care in the event of an accident.

10 Voluntary Participation

I understand that my participation in the Travel Program is entirely voluntary. I further understand that my participation is contingent upon my meeting the eligibility requirements of the Program at the time of my application, and that it may be revoked by COF if my eligibility or standing changes between application and departure.

I certify that I have carefully read terms and conditions set forth in this Agreement in its entirety and freely signed this Release. I understand and agree that no oral or written representations can or will alter the contents of this document and that if any portion of this document is held invalid, I agree that the balance shall continue in full force and effect. I agree that this Agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this Agreement or the Travel Program.

BY SIGNING THIS FORM I ACKNOWLEDGE MY OBLIGATIONS AND RESPONSIBILITIES and understand the conditions and risks listed above. I further acknowledge that COF, through pre-departure orientation materials, programming, and advising, has attempted to inform me of the nature of those risks and to advise me how to minimize those risks. I certify that I am at least 18 years of age and that I have read and understand this Agreement and that I have knowledge of the risks involved in participating in a Travel Program.