ASSUMPTION OF RISK AND RELEASE FORM
STUDY ABROAD
BUCKNELL UNIVERSITY

This is a Release of Legal Rights – Read and Understand Before Signing

Name of Student _________________________________________
Program Study Tour to Japan (January 2013)

I, ________________________________, (Student’s Name) will be participating in a cross-cultural study abroad program (“Program”) in Japan offered through Bucknell University. I hereby agree as follows:

1. Risks of Study Abroad

I understand that participation in the Program involves risk not found in study at Bucknell University (“University”). These risks involved in traveling to and 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 other matters which may be described in brochures and other written information concerning this Program which I have received and reviewed. I have made my own investigation and am willing to accept these risks.

Bucknell cannot assume responsibility or liability for any acts of terrorism which may affect students studying abroad. If a State Department Advisory regarding the potential for terrorist acts is issued for the area, a planned trip will be cancelled; a trip in progress will be recalled. I understand that the university shall not be responsible if an act of terrorism occurs and I agree to abide by any evacuation order that may be issued by the university.

2. Independent Activity

Although the University is sponsoring this course, I understand that neither the University nor any of the Course Instructors or travel arrangers will be supervising me all the time. I will have the opportunity and the right to independently leave the group periodically, subject to the Course Instructor’s requirements for participation in and attendance at classes and other activities which are a required part of the Program. Therefore, I will be responsible for my own safety and cannot hold the University liable for any injuries to my person or property or any other losses as a result of my participation in the Program.

3. Institutional Arrangements

I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program.
understand that the University is not responsible for matters that are beyond its control. I hereby release the University from any injury, loss, damage, accident, delay or expense arising out of any such matters.

4. **Early Departure**

If I decide to leave the Program before completing my course of study, I will provide the University with advance written notice of my intention to leave the Program. If I leave the Program prior to its completion, the University has no liability to provide or arrange for transportation, housing, dining or other services to me in connection with my early departure.

5. **Standards of Conduct**

A. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior which violates those laws or standards could harm the University’s relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.

B. I will comply with all rules and regulations issued by the University, Course Instructor or any Coordinating Institution, it is within the Course Instructor’s discretion to determine that my violation of such rules and regulations warrants my termination from the Program. In that event, I may be sent home at my own expense. I agree that the University has the right to enforce its rules and regulations, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the Program, for violating these rules and regulations or for any behavior detrimental to or incompatible with the interests, harmony and welfare of the University, the Program or other participants. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. If I am expelled, I consent to being sent home at my own expense with no refund of fees. I also agree that I will (a) not buy, sell or use drugs at any time, (b) not engage in abusive use of alcohol, (c) participate in all classes and scheduled activities unless ill, and (d) abide by dress and cultural codes suitable in the countries visited.

6. **Program Changes**

The University may, in its sole discretion, determine that circumstances within a foreign country may require the cancellation of the Program within that country. The University will provide me with as much advance notice as possible of its intention to cancel the Program in which I will participate. I also understand that the University, the overseas institution or the foreign government may prematurely terminate the Program. I understand that I am responsible for costs I incur that exceed the amount of funding provided by the program. If I leave or am expelled from the program for any reason, there will be no refund of fees already paid. I 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. If I become detached from the program group, fail to meet a departure bus, airplane or train, or become sick or injured, I will at my own expense seek out, contact and reach the Program group at its next available destination. The University bears no liability for any losses or claims incurred by me in connection with my own early termination from the program or the University’s termination of its participation in the Program. If I decide to remain in the foreign country after receiving notice of the University’s intent to terminate the Program, I bear complete responsibility and liability for my own care and safety.

7. **Health and Safety**

   A. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems which preclude or restrict my participation in this Program.

   B. I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care in a foreign country or in the United States, during the program, the University is not responsible for the cost or quality of such treatment or care.

   C. The University may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding my health and safety. I hereby authorize the University and/or Course Instructor to procure all necessary medical assistance while I participate in the Program and do authorize any competent medical person to do all things reasonably necessary to treat any injury or illness which occurs during my participation in the Program. I agree to pay all expenses relating thereto and release the University from any liability or any actions.

8. **Assumption of Risk and Release of Claims**

    Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree on behalf of my family, heirs and personal representatives to assume all the risks and responsibilities surrounding my participation in the Program. I and my heirs and successors and assigns agree to release, indemnify and hold harmless Bucknell University, its past and present trustees, officers, employees, agents and the heirs, successors and assigns of each from any and all loss, cost, damage, liability or expense (including reasonable attorney’s fees) resulting in or arising from my participation in the Program (including periods in transit to or from any country where the Program is being conducted).
9. **Program Charges**

   I am responsible for any and all required payments and charges applicable to the Program. I understand the Program’s cancellation policies and fees and agree to abide by them.

10. **Health Insurance**

    I am insured for any medical expenses which I may incur while I participate in the Program. This policy is with ______________________ and my policy number is __________________________.

    **I have carefully read this Assumption of Risk and Release Form before signing it. No representations, statements or inducements, oral or written, apart from the foregoing written statement have been made.**

    This Agreement shall be effective only upon receipt of my application by Bucknell University, and shall be governed by the laws of the state of Pennsylvania, which shall be the forum for any lawsuits filed under incident to this agreement or to the Program.

    Date: ________________________                 __________________________________
            Student

    I (a) am the parent or legal guardian of the above student; (b) have read the foregoing Assumption of Risk and Release Form (including such parts as may subject me to personal financial responsibility); (c) am and will be legally responsible for the obligations and acts of the student as described in this Assumption of Risk and Responsibility Release Form, and (d) agree for myself and for the student to be bound by its terms.

    Date: ________________________                 __________________________________
            Parent/Guardian