ASSUMPTION OF THE RISK AND RELEASE FORM

Study Abroad provides unique opportunities for academic achievement and personal growth. Study Abroad also entails special risks. Please discuss both aspects of your prospective study abroad experience with the director of the study abroad program. This release form specifies certain areas of risk that you should know about before you decide to participate in a study abroad program.

I hereby agree as follows:

1. RISKS OF STUDY ABROAD: I understand that participation in the Whittier Law School Study Abroad Program (the “Program”) may involve risks not found in study at Whittier Law School (the “Institution”). These risks include, but are not limited to those 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; local medical and weather conditions. I have made my own investigation and am willing to accept these risks.

2. INSTITUTIONAL ARRANGEMENTS: I understand that the Institution 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.

3. LIMITS OF INSTITUTIONAL RESPONSIBILITY: I understand that the Institution cannot:
   a. Guarantee the safety of participants or eliminate risk from the study abroad environment.
   b. Monitor or control all the decisions, choices, and activities of individual participants.
   c. Prevent participants from engaging in illegal, dangerous, or unwise activities.
   d. Assure that U.S. standards of due process apply or provide or pay for legal representation for participants.
   e. Assume responsibility for actions of persons not employed or otherwise engaged by the Institution, for events that are beyond the control of the Institution and its subcontractors, or for situations that arise from the failure of a participant to provide pertinent information.
f. Assume that home-country cultural values will apply on the Program when these differ from those of the host country.

g. Be responsible for any injury or loss suffered when traveling independently or otherwise separated or absent from any Institution-supervised activities.

4. HEALTH AND SAFETY:

   a. I have consulted with a medical doctor or Christian Science practitioner and program director with regard to my personal medical needs. There are no health-related reasons or problems that preclude my participation in this Program.

   b. I understand that the Institution does not provide any Accident or Medical Insurance during my participation in the Program. I have arranged or will arrange for travel insurance to cover any medical costs while I participate in the Program. I understand that the Institution 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 the United States, during the Program, the Institution is not responsible for the cost or quality of such treatment or care.

   c. I agree to promptly address any health or safety concerns to the Program staff or other appropriate individuals.

   d. The Institution may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release the Institution from any liability for any actions.

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 that violates those laws or standards could harm the Institution’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 also comply with the Institution’s rules, standards, and instructions for behavior, including, but not limited to, the Institution’s Sexual Offense policy.

c. I agree that the Institution has the right to enforce the standards of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including, termination from the Program, for violating these standards or for any behavior detrimental or incompatible with the interest, harmony, and welfare of the Institution, 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 Institution do not apply. If I am terminated from the Program, I consent to being sent home at my own expense with no refund of fees or program costs.

d. I will attend to any legal problems I encounter with any foreign nationals or government of the host country. The Institution is not responsible for providing any assistance under such circumstances.

6. ADDITIONAL PERSONAL EXPENSES: If I leave or am terminated 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, train or car, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.

7. ASSUMPTION OF THE 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 representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. I hereby agree to release, hold harmless, and indemnify the Institution, its officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including period in transit to or from any country where the Program in being conducted).

8. INDEMNIFICATION OF HOST INSTITUTION(S): In consideration of being permitted to participate in the Program at the host institution(s), I agree to hold harmless and indemnify the host institution(s), its officers, employees, and agents from any claim or cause of action for damage to or loss of property, personal injury, illness or death which I cause.
I have carefully read this 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 define my responsibilities relating to the Program for which I have qualified at the Institution, and shall be governed by the laws of the state of California, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.