

ASSUMPTION OF RISK, GENERAL RELEASE, and INDEMNITY AGREEMENT

THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING IT. KRISTEN MALLORY, DIRECTOR, OFF-CAMPUS STUDY, IS AVAILABLE TO DISCUSS OR ANSWER ANY QUESTIONS YOU HAVE REGARDING THIS CONTRACT. BEFORE SIGNING, YOU MAY, AT YOUR OWN EXPENSE, REVIEW THE TERMS OF THIS CONTRACT WITH AN ATTORNEY OF YOUR CHOOSING.

In this contract, the term “College” means Claremont McKenna College, a California non-profit corporation located in Claremont, California, along with its trustees, officers, agents, staff, employees, successors, assigns, and legal representatives.

I, _____ (full name), wish to participate in _____ (name of program i.e. “KLI” or “History Dept.”), as a(n) _____ (description of program i.e. “Internship” or “Research Assistant), as a student of the college.

ASSUMPTION OF RISK

I acknowledge that I have voluntarily chosen to participate in the above-referenced program and that participation in that program is not a mandatory requirement of my course of study at the College. I understand that the program will be conducted in _____ (country and city of program). I also understand and agree that the College has not made, does not make, and cannot make any representations whatsoever regarding the suitability of the program for my participation, or regarding my personal safety or that of my property, while I am participating in the program. I understand and acknowledge my duty to educate myself regarding the risks that this program presents.

As consideration for the benefits I am to receive from participating in the above-referenced program as a student of the College and in consideration for taking part in that program, I ACKNOWLEDGE AND AGREE THAT I ASSUME ALL RISKS ASSOCIATED WITH THE PROGRAM. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH THE KNOWLEDGE OF THE RISKS INVOLVED AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY, DEATH, AND/OR PROPERTY DAMAGE WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN. I understand that the risks may include but are not limited to: (1) travel to, from and around the location of the program, including traveling by automobile or other motor vehicles while abroad; (2) participation in any form of athletic or recreational activities; (3) the use of alcohol or any form of illegal drugs or controlled substances; (4) war, insurrection, rebellion and riot; (5) unfamiliarity with local laws, culture or customs; (6) exposure to sickness, disease and allergic reaction; (7) unavailability or sporadic availability of adequate medical assistance and health care facilities; (8) difficulty in passing through customs; (9) terrorism and terrorist acts.

Initial

FULL AND GENERAL RELEASE – AGREEMENT NOT TO SUE

As consideration for being permitted by the College to participate in the above-referenced program, I RELEASE THE COLLEGE FROM ANY AND ALL CLAIMS related to any loss, injury or damage that may be sustained by me, including loss of life, personal injury or property damage, WHETHER CAUSED BY THE NEGLIGENCE OF THE COLLEGE OR OTHERWISE, or by my negligence in combination with that of the College while I am participating in the program.

Initial

Initial

I AGREE THAT NEITHER I NOR MY LEGAL REPRESENTATIVES, including my family, spouse, heirs, assigns and personal representative, WILL SUE, MAKE A CLAIM AGAINST, OR ATTACH THE PROPERTY OF THE COLLEGE FOR ANY INJURY OR DAMAGE TO MY PERSON OR PROPERTY ARISING OUT OF THE NEGLIGENCE OF THE COLLEGE OR OTHERWISE, or arising out of my negligence in combination with that of the College while I am participating in the above-referenced program.

Notwithstanding the foregoing release, nothing in this contract shall be interpreted to release the College from liability for any acts or omissions by the College which constitutes gross negligence, willful and intentional wrongdoing, or criminal conduct.

I understand and agree that, except as excluded in the preceding paragraph, this release extends to all claims and demands referred to in this contract, of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and that I expressly waive all rights under Section 1542 of the Civil Code of California.

Section 1542 of the Civil Code provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

INDEMNITY

Initial

I will reimburse the College for any costs it incurs on my behalf because of my participation in the above-referenced program. I AGREE TO INDEMNIFY AND HOLD THE COLLEGE HARMLESS for any injuries, losses, damages, liabilities, claims, causes of action, penalties, judgments, costs and expenses (including reasonable attorneys' fees) which arise AS A RESULT OF MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION while I am participating in the above-referenced program.

ADDITIONAL PROVISIONS

I understand and agree that the College does not stand *in loco parentis* (i.e., in place of my parent or parents) for purposes of the above-referenced program. If I am under the age of eighteen (18) years at the time I sign this release, my parent(s) or legal guardian(s) must also execute this release.

Should any portion or clause of this release be found or declared by a court of competent jurisdiction to be unenforceable, unconstitutional, or otherwise invalid, such finding shall not affect the enforceability or validity of the remainder, and the unenforceable portion shall be severed from this document without affecting the validity of the remainder.

This release shall be governed and controlled by the laws of the State of California, and jurisdiction as to all matters under this release shall be vested solely in the Superior Court of Los Angeles County or the United States District Court in said county.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, GENERAL RELEASE, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY WHEREBY I GIVE UP MY RIGHT TO SUE THE COLLEGE (EXCEPT FOR ACTS OF GROSS NEGLIGENCE, WILLFUL WRONGDOING, OR CRIMINAL ACTS), INCLUDING MY RIGHT TO SUE THE COLLEGE ON A NO-FAULT BASIS. I FURTHER AGREE TO INDEMNIFY

(REIMBURSE) THE COLLEGE FOR DAMAGES AS A RESULT OF MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION WHILE I AM PARTICIPATING IN THE ABOVE-REFERENCED PROGRAM. IT IS MY INTENT TO ASSUME ALL RISKS AND TO WAIVE AND GIVE UP MY RIGHTS TO SUE. I DO SO KNOWINGLY AND VOLUNTARILY.

SIGNED: _____

DATED: _____

PRINTED NAME: _____

DATE OF BIRTH: _____

If a minor, parent or guardian must sign below.

PARENT OR GUARDIAN SIGNATURE

DATED: _____

PRINTED NAME: _____