

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND
INDEMNITY AGREEMENT**

This agreement is designed to protect all participants in the Montclair State University Study Abroad Program (“MSUSAP”), including but not limited to, students, faculty members, Montclair State University, the State of New Jersey, and the institutions cooperating with Montclair State University. In consideration for permitting you to participate in the MSUSAP, the undersigned for him/herself, and for his/her respective heirs, personal representatives and assigns, agree as follows:

1. I understand that any program of travel does involve certain inherent risks and dangers and that, except as expressly set forth herein, I knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, my participation in the MSUSAP, and that my participation in the MSUSAP is entirely voluntary. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Montclair State University and the State of New Jersey, as well as their trustees, officers, employees, students, agents and volunteers (collectively referred to as “Releasees”) from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, my participation in the MSUSAP, including but not limited to any claims, lawsuits, damages, expenses, liabilities or injuries which may occur during or arise from my participation in the MSUSAP.
2. I also hereby agree to INDEMNIFY AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney’s fees, arising from, or in any way related to, my participation in the MSUSAP and the operation of a motor vehicle during my participation in the MSUSAP.
3. I understand that it is my responsibility to have adequate medical, accident, dismemberment and repatriation insurance coverage. I represent that I have verified I have this coverage with my insurance agent and it is valid for overseas. I also represent that I am able to provide proof of insurance which will be left with the Global Education Center.
4. I agree that if I drive any motorized vehicle while abroad, I will take full responsibility for all claims, damages, liability expenses, lawsuits or injuries which may occur as a result of driving any motorized vehicle.
5. I acknowledge that the organizations involved in this project have forbidden the use of drugs by the participants except for those prescribed by an examining physician and noted on the Medical Authorization form.
6. I understand that while traveling or residing in any foreign country that I will be subject to the laws, rules, and law enforcement procedures of that country. Any violation of such laws is beyond the control of the MSUSAP, Montclair State University, the State of New Jersey and the United States of America.



7. I understand that if I leave the MSUSAP after it has begun or after my tuition has been paid, there will be no refund (unless there is a medical condition that warrants withdrawal). If I have received financial aid for the MSUSAP, I understand that full payment for tuition and program fees has been committed and will not be refunded by the University. Transcripts will be held until such payment has been made in full.

I have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. I fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that I am giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. I acknowledge that I am signing this agreement freely and voluntarily.

Student Name _____ CWID: _____
Print clearly

Signature of Student _____ Date: _____

Signature of Parent/Guardian of Minor: _____ Date: _____

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