

UNIVERSITY OF MAINE SYSTEM
STUDY ABROAD/AWAY
RELEASE AND ASSUMPTION OF RISK

I, _____, of _____,
(Name) (Address)

being _____ years of age (having been born on _____), acknowledge, declare and agree as follows:

1. That I have voluntarily agreed to participate in the _____, (the "Program") from _____, 20____ to _____, 20____, and in consideration of being permitted to participate in the Program, do voluntarily execute this "Travel Abroad/Away Release and Assumption of Risk" on behalf of myself, my heirs and next-of-kin, my personal representatives and my estate.

2. That I have been fully informed of the nature, scope and demands of the Program, and I understand that the Program may include activities which could be dangerous to me and other participants and which could cause property damage, bodily injury and/or death.

Such dangers, hazards and risks of this activity may include, but are not limited to, injuries inflicted by the following: *force majeure*, dangers incident to fire, breakdowns in machinery or equipment, acts of governments or other authorities, civil disturbances, terrorist attacks, strikes, riots, theft, unhealthy conditions, pilferage, epidemics, and quarantines, and which also could include or result in serious or even mortal injuries and property damage.

3. That the University of Maine System, and its **University of Maine at Farmington** (hereinafter referred to as the "University"), has informed me that there may be dangers and hazards inherent to participants in the Program because of the activities and travel involved, and that I personally recognize and appreciate that such dangers and hazards exist. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me or which I may suffer or cause to others, and for all damages or loss to any personal property owned by me or damaged by me, while I am participating in the Program and during all travel and transportation, and, in furtherance thereof, I agree to indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, from and against any and all claims, demands, actions or causes of action, on account of damage or loss to my personal property, my personal injury or death, or the bodily injury, death or damage to personal property of others caused by me, which may occur or result directly or indirectly from my participation in the Program, **INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, DAMAGES, DEMANDS, ACTIONS OR CAUSES OF ACTION, RESULTING FROM THE NEGLIGENCE OF THE UNIVERSITY, ITS TRUSTEES, FACULTY, AGENTS, EMPLOYEES OR VOLUNTEERS.**

4. I declare that I am able to physically withstand and cope with the indicated rigors of the Program with or without a reasonable accommodation. If an accommodation is needed, I will contact the study abroad/away or trip coordinator on my campus.

5. I acknowledge the following Medical Release: In traveling abroad/away, it may be difficult or impossible to secure medical care or consent thereto in a timely manner. I acknowledge that I will be responsible for the payment of all fees, charges and other monetary items related to such treatment and/or care. I represent that I have obtained all health, accident and/or repatriation insurance I deem necessary. I further agree that I am responsible for my own medical needs during the trip or activity, that I will hold and appropriately use any over-the-counter or prescription drugs I may hold, purchase or otherwise deem necessary during the trip or activity. I acknowledge that the University, and the sponsors or directors of the Program, are not responsible for my medical needs or any medical treatments of any kind.

6. I understand I will be provided with orientation materials, with safety information, by the University and/or Program. I agree to carefully read those materials and attend any orientation sessions scheduled by the University and/or Program. I agree that any specific risks noted and mitigation techniques in the written provided materials are in no way the responsibility of the University of Maine System. The information provided is of a general nature and that I will use my own sound judgement in the event of a dangerous or a perceived dangerous event. I agree that any reliance I place on this information is therefore strictly at my own risk and that I will not hold the University of Maine System or the authors responsible for any inaccuracies, errors, or oversights therein.

7. I understand that the University and the Program reserve the right to make cancellations, changes or substitutions to the Program at any time and for any reason, with or without notice, and that the University shall not be liable for any loss whatsoever to Program participants as a result of such changes. Should the Program be canceled or changed, refunds, if appropriate, will be made in accordance with University and Program policies, unless the cancellation or change is due to political, natural, technological or other events beyond the University's and/or the Program's control in which case only uncommitted and recoverable funds will be reimbursed to the participants.

8. I understand and agree that all students are subject to the University's and Program policies and rules, including, but not limited to, the University of Maine System Student Code of Conduct, and the laws, rules and regulations of the jurisdiction in which the Program is conducted. In the event of violation of any of the foregoing, or any other behavior which is detrimental to myself, other students, other persons, or to the Program, the Director of the Program (or designee) shall have the right to dismiss me from the Program and related activities. Neither the University nor the Program is responsible for the defense of a participant accused of violation of the laws, regulations, rules or customs of the jurisdiction in which the Program is conducted, or for the payment of any bail, fines, legal fees or other penalties resulting from such violations. If I am dismissed from the Program, I will bear all responsibility and costs incurred to return home and will receive no refund.

9. I understand that the manufacture, distribution, possession, use or sale of controlled substances is defined by State and Federal law, or the laws of the jurisdiction in which the Program is conducted, and as such, is prohibited during travel, study and any Program activities. Participant understands that he or she will be directly subject to the laws and legal procedures as applied to the use, possession and distribution of illegal drugs as enforced by local authorities.

10. I understand that the University in no way represents, or acts as agent for any Host Institution, transportation carriers, hotels, and other suppliers of services or facilities connected with the Program. I further understand and agree that the University, its governing board, officers, administrators, employees, and agents are:

- A. Not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of any Host Institution, or any company, institution or person engaged in providing facilities or performing any of the services involved in the Program;
- B. Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, criminal acts, wars, natural disasters, or other such causes; and
- C. Not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.

11. I acknowledge and agree to accept all responsibility for loss or additional expenses due to sickness, weather, strikes, or other unforeseen causes. I acknowledge and understand that the University assumes no liability whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings, and that I have retained adequate insurance or have sufficient funds to replace such belonging and will hold the University harmless therefrom.

12. At all times during my travel with the Program, I agree to be in possession of a valid United States of America passport/Domestic ID, or, if not a U.S. citizen, a valid foreign passport or official travel document, and any visas or other immigration documents required for entry into a foreign country and re-entry into the United States. In the event that I am prevented from traveling with the group at any time due to my failure to be in possession of all necessary documents, I understand that I shall bear responsibility for all costs incurred to seek out, contact and reach the group, obtain accommodations during periods of delayed departure from any location, or return home.

13. I understand that activities or independent travel conducted when I have free time before, during or after the Program, shall be unsupervised by the University, its agents or employees. I agree the University, its agents and employees shall bear no responsibility or liability for any injury, damage or loss suffered by me during such periods of independent activity or travel, and this Release shall remain in full force and effect during such times.

14. I understand that if I voluntarily leave the Program for any reason, including, but not limited to, illness, I will be responsible for any and all costs associated with my return home and that there will only be a refund, if appropriate, in accordance with University and Program policies.

15. This "Release and Assumption of Risk" shall be construed and interpreted pursuant to the laws of the State of Maine, and if any portion thereof is held invalid, void, unenforceable or illegal, the remainder shall continue in full force and effect.

Public Health Risk Acknowledgement

Participation in UMS study abroad/away involves a real and potential risk of personal injury, including contracting communicable diseases, as well as the loss of academic credits and financial repercussions resulting from the disruption of a program.

As a participant in a study abroad/away program, I have been advised, and I acknowledge that:

- There is an inability to predict the availability of health care in my destination country/state, changes to quarantines, border closures, or other restrictions which may limit traveler mobility.
- I have voluntarily decided to attend my host program regardless of the travel advisories issued by the U.S. Department of State and the U.S. Centers for Disease Control. I further understand that the potential for exposure to communicable diseases exists, the potential for a public health emergency may develop and continue to evolve, and circumstances in my destination country may change drastically with little or no notice.
- UMS will not be financially liable for unrecoverable program fees, return travel costs, or other personal expenditures lost as a result of my program's cancellation.
- UMS will not be able to provide academic accommodations if my program is cancelled or otherwise interrupted. I understand and acknowledge that cancellation of a study abroad/away program after the add/drop date may result in the loss of an entire semester's worth of credit, and that any academic accommodations provided by the study abroad/away program, if offered, may not be accepted by UMS.
- I understand and acknowledge that my study abroad/away program or host university may modify or interrupt in-person teaching and access to university campuses or property in the event of infection, disease, natural disaster, government order, or other circumstances. Students will not be entitled to refunds of tuition or fees paid by or on their behalf due to changes or limitations in instruction modality or university access or activities. I may be required to complete my courses through remote delivery. I understand that if I return to the U.S. in the middle of the term, that may mean that I will be completing my courses on the host-country time, not my home time zone.
- UMS will not be able to provide residential accommodations or quarantine arrangements, on campus in Maine or elsewhere in the world, in the event of the cancellation or interruption of my program. I understand and acknowledge that I am solely responsible for making my own residential accommodations should I be ordered to quarantine or self-isolate while attending my study abroad/away program.
- Insurance coverage provided by UMS does not cover evacuation or other accommodations due to disruption to travel plans resulting from a pandemic. Coverage may include approved medical expenses resulting from the treatment of communicable diseases, but does not extend to losses for travel and accommodation expenses. I understand that a final determination of benefits will be made at the time my claim is processed. I understand and acknowledge that I am solely responsible for these expenses.
- A study abroad/away program, host institution, or local government entity may require me to self-quarantine upon arrival to their destination, and that this quarantine accommodation will be at my own expense. The terms, costs and enforcement of such quarantine(s) is outside the purview of UMS.
- I understand and acknowledge that upon return from my time abroad/away I may be required to self-quarantine, isolate, or submit to testing in accordance with Federal and State guidelines, and the details and costs of such arrangements are solely my responsibility.

- I understand and acknowledge that a study abroad/away program, host institution, or local government entity may require me to submit to testing regimes, provide reports on body-temperature readings, share travel and contact information upon request and submit to self-isolation and/or quarantine at any point during my program.
- I understand and acknowledge that arrangements for continuity of care and/or treatment of any existing medical or mental health conditions are my responsibility and should be made prior to the start of my program and should account for possible travel restrictions and/or lockdowns.
- I understand and acknowledge that US Consular Services and American Citizen Services may be unavailable, restricted, or cancelled without notice, in my program's destination.
- I understand and acknowledge that cancellations and disruptions to travel arrangements, as well as local and national lockdowns may limit or adversely impact my ability to arrive to – or depart from – my program, as well as possibly inhibit my movement within my program's country/state.
- I understand and acknowledge that it is in my best interest to plan one or more contingencies for early departure, pack accordingly, and monitor local news and reliable and reputable information sources to ensure that I am fully informed and aware of the public health situation in my program's location.

I DECLARE THAT I COMPLETELY UNDERSTAND AND HAVE FULLY INFORMED MYSELF OF THE TERMS AND CONDITIONS OF THIS "TRAVEL ABROAD/AWAY RELEASE AND ASSUMPTION OF RISK" BY HAVING READ IT, OR HAVING IT READ TO ME, BEFORE SIGNING AND I INTEND TO BE FULLY BOUND THEREBY.

Assented and agreed to on this _____ day of _____, 20 _____.

Signature of Participant

(If under the age of 18, parent/guardian required to fill out the portion below)

I, _____, the parent or legal guardian of _____, agree, in consideration of my child being permitted to participate in the Program, to be bound by the terms of this Release and Assumption of Risk and hereby indemnify, hold harmless and release the University, its Trustees, faculty, employees, volunteers and agents, in the same manner and with the same force and effect as set forth in section 3 above with regard to my child participating in the Program.

Parent or Guardian Signature
(if participant under the age of 18 years)