

Westmont College Foreign Travel Program Assumption of Risk and Participation Agreement

*Special meanings and usages of all underlined words are presented in the Glossary on Page 3.
(See also the overview of this document [titled "Bad News / Good News"] on the back page.)*

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| <u>Program:</u> | _____ |
| <u>Westmont:</u> | Westmont College, 955 LaPaz Rd, Santa Barbara CA 93108 |

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| <u>Participant:</u> | Name _____ | Age _____ | |
| IMPORTANT: | THIS IS A <u>RELEASE</u> OF LEGAL RIGHTS. <i>DO NOT SIGN IT UNTIL YOU HAVE READ, UNDERSTOOD, ACCEPTED, AND INITIALED AT THE BOTTOM OF ALL 3 PAGES, THE TERMS AND RISKS IDENTIFIED IN THIS AGREEMENT (INCLUDING THE GLOSSARY).</i> | | |
| | Signature _____ | Date _____ | |
| <u>Emergency Contact:</u> | Name _____ | Phone _____ | |
| <input type="checkbox"/> I am submitting the separate form for appointment of health care agent. OR <input type="checkbox"/> I decline to submit that form and thus waive its benefits. | | | |

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| <u>Witness:</u> | Name _____ | | |
| | Signature _____ | Date _____ | |
| <u>Co-signer:</u> | Name _____ | <i>(Only needed if <u>Participant</u> is under 18 years of age)</i> | |
| | Signature _____ | Date _____ | |

1. **Basic Acknowledgments**

- 1.1. Travel abroad can be risky. While Westmont has taken reasonable and prudent steps to reduce foreseeable risk, significant risk may exist for personal injury, death or property damage related to my participation in this Program.
- 1.2. Although I may have been encouraged to participate in the Program for the sake of my personal growth, and even if Program participation has been made a condition for my major, a degree, or graduation, I acknowledge that I have freely chosen Westmont and this Program to further my education, and thus my participation in this Program in one or more foreign countries is purely voluntary.
- 1.3. I am an adult, over eighteen years of age. *(If not, this document is co-signed above by one of my parents.)*
- 1.4. I have read this document thoroughly, including the Glossary, and I fully understand that my signature means I am accepting all risks related to my participation in the Program. I acknowledge that this document, including the Glossary, contains serious and substantial language regarding potential harm to me or my belongings.
- 1.5. I have read, or will read, and am responsible for knowing and understanding the contents of, any and all materials supplied by Westmont to prepare me for this experience. I have participated in, and/or will participate in, with full attention, all orientation events required for this Program.
- 1.6. I am fully and personally responsible for completing all Program requirements, including the timely submission of all forms and documents necessary prior to departure. I recognize that my acceptance into the Program is contingent on fulfilling certain duties, and my failure to do so may result in my not being allowed to participate in the Program.

2. **Travel & Transportation Matters**

- 2.1. Certain Travel Risks are involved in going to, from and within foreign countries. Many of these risks are not present on the Westmont campus.
- 2.2. If any Loss due to Travel Risk occurs, I will accept full responsibility for covering that Loss, whether through personal insurance, personal funds, or other personal sources. I agree that Westmont has no liability for such Losses.
- 2.3. If I elect to Travel in a vehicle which has not been hired or chartered by Westmont, I understand that the qualifications of the driver and the determination of the sufficiency of insurance coverages for the vehicle and driver are my own responsibility.
- 2.4. If I become detached from the Program group, fail to meet a scheduled departure, or become ill or injured, I will bear all responsibility to seek out, contact, and reach the group at its next available destination; and I will bear all costs related thereto.

3. **Medical Matters**

- 3.1. I may visit areas where certain Biomedical Hazards are present that are not commonly encountered on the Westmont campus; these may be definite risks in certain countries. Westmont cannot recommend precautions appropriate for each individual.
- 3.2. I am aware of my personal medical needs. Whether or not I have exercised my opportunity to consult with a health care practitioner of my choice, I assure Westmont that there are no health-related reasons or problems which in the exercise of reasonable care would preclude or restrict my participation in the Program.
- 3.3. Prior to participation in the Program, I will consult with a health care practitioner of my choice in order to become familiar with Biomedical Hazards that may be encountered in the Program country/ies, and to obtain the appropriate means of Medical Prevention or mitigation.
- 3.4. I have completed or will complete — honestly, accurately and fully — any required pre-departure health forms.
- 3.5. Water and food sources in foreign countries may be contaminated. Building, vehicle, and other safety standards in foreign countries may be less stringent than those in the United States. Providers of food, water, shelter and transportation are not agents of, nor represented by, Westmont College.
- 3.6. While abroad, I will exercise reasonable and/or recommended precautions with respect to food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors (including sexual contact and behavior). I further agree to conform to applicable health regulations communicated to me before or while participating in the Program.
- 3.7. I have been advised of the coverages and limits of the Student Accident & Sickness Insurance Plan, which Westmont provides to all participants. I have arranged for whatever insurance I consider adequate to meet any and all needs for payment of medical care while in a foreign country.
- 3.8. Ultimately, I assume all risk for cost of medical care, including hospitalization, while in, or in transit to or from, any foreign country.

4. **Activity Matters**

- 4.1. I will decline to participate in any activity which : 1) involves extraordinary or apparent risks; 2) is identified as a “hazardous activity” in paragraph 5.7; or 3) a reasonable person would not undertake when aware that the action has a significant risk of Loss.
- 4.2. I am aware that my behavior can reflect, for better or worse, upon Westmont College. Throughout the experience I will behave in a manner consistent with the guidelines portrayed in Westmont’s Student Handbook. In the event that the Program director, in his or her exclusive discretion, should determine that my conduct or academic performance is detrimental to the Program or to other participants, the director may terminate my participation in this Program.
- 4.3. As a guest in any foreign country, certain behaviors and forms of attire that may be fully acceptable in my home culture may be unacceptable or offensive to the indigenous population, and such behaviors or attire could lead to possible disruption or termination of my participation in this Program.
- 4.4. In recognition of and in addition to the above, I acknowledge the need for the following promises, agree to abide by them, and realize that I could be sent home for dishonoring any of them:
 - a. I will not buy, sell, or use illicit drugs at any time.
 - b. I will not engage in the irresponsible or abusive use of alcohol.
 - c. I will participate in all classes and scheduled activities unless I am ill.
 - d. I will abide by dress and cultural standards suitable in the cultures visited.

5. **Legal and Other Matters**

- 5.1. I understand and agree that I am responsible to have sufficient funds available for: 1) maintenance while participating in the Program, 2) restoration of any Loss, and 3) my return transportation under any and all circumstances.
- 5.2. All services and accommodations used while abroad are subject to the laws of the country in which provided.
- 5.3. Should I have or develop legal problems with any foreign nationals or government, I will attend to the matter with my own personal funds. Westmont is not responsible for providing any assistance under such circumstances.
- 5.4. I understand and agree that actions, occurrences or events may make necessary or desirable the modification or termination of this agreement, by Westmont, prior to or during my participation in the Program. Westmont, and any Program director or course instructor, may at any time unilaterally modify any aspect of this agreement or the Program when, in that person’s sole discretion, such modification will enhance either the value of the Program or the health and safety of Program participants.
- 5.5. I have provided all information (medical, academic, social, or otherwise) that may be pertinent to decisions involving me and my participation on the Program—*whether or not requested by Westmont*—and I acknowledge and agree that my failure to divulge any pertinent fact about me means Westmont cannot be held responsible for failing to act as they plausibly would if they knew that fact.
- 5.6. I agree that this agreement will be construed under California law, and that Santa Barbara California USA will serve as the forum for any legal proceedings incident to the Program. The terms of this agreement are severable, such that if a court of law holds any term to be illegal, unenforceable, or in conflict with law, the validity of the remaining portions will not be affected.
- 5.6. **I ACKNOWLEDGE that I could experience significant and uncompensable Loss while a Participant in this Program. including, but not limited to, the following:**

Loss - Bodily illness, personal injury, dismemberment or death; lawful or unlawful detention (ie, jail or kidnapping); deprivation, disappearance, damage, destruction or theft (or the like) of personal property, including luggage and personal effects;

additional expenses due to Travel Risks; inconvenience, delay, embarrassment, or defamation of character.

5.7 I hereby specifically ASSUME THE RISKS of potential or actual perils and hazards attendant to (and including but not limited to) the following:

Activities – *All undertakings, official or unofficial: physical work (including work performed as a part of the Program); Travel, sports, or recreational activities; or “hazardous activities” (including rock climbing; rappelling, scuba, free or high diving; white-water rafting; bungee jumping; running with bulls; motorcycle riding; spelunking; dangerous hiking; hitchhiking; intentional or unwitting Travel into areas with hazard of criminal, political or terrorist activity, unrest or danger).*

Biomedical Hazards - *Infectious, tropical, parasitic and other diseases, viruses or bacteria; contaminated water or food; and insect, spider, snake, fish or animal bites, which may cause Loss.*

Natural Hazards - *Perils of extreme weather and acts of God, including but not limited to earthquake, fire, flood and avalanche.*

Travel Risks - *Any type of Travel may involve risk of Loss, delays, changes in the means of transportation or in the performance of other services; or sickness, weather, vehicle accidents, strikes, wars, natural disasters, pickpockets, official corruption, or other unforeseen causes or unfortunate outcomes.*

5.8 I agree (on behalf of myself and my heirs, successors, personal representatives and assigns) to RELEASE Westmont from any liability to me, and from any Loss resulting from the above-referenced risks involved with my participation in this Program.

Glossary

Note: key terms and descriptions include, but are not limited to, all eventualities and alternatives, whether or not listed.

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| Activities | See Paragraph 5.7 above. |
| Biomedical Hazards | See Paragraph 5.7 above. |
| Co-signer | Signature of parent or guardian is required only when <u>Participant</u> is under 18 years of age. |
| Emergency Contact | The person who should be notified as quickly as possible in the event of an emergency involving <u>Participant</u> . |
| Loss | See Paragraph 5.6 above. |
| Medical Prevention | Inoculation, immunization, or prophylactic prescription of medications. |
| Natural Hazards | See Paragraph 5.7 above. |
| Participant | <u>Program</u> participant named on Page 1 and identified throughout the document as “I/me/my/mine”. |
| Program | All <u>activities</u> and <u>Travel</u> pertaining to the <u>Program</u> identified on Page 1 and intended by <u>Westmont</u> as a learning experience for the <u>Participant</u> , from the commencement to the completion of all <u>Travel</u> to and from a foreign country. |
| Student Accident & Sickness Insurance Plan | This is the standard insurance program required for all enrolled students. It is worldwide in coverage. A brochure outlining the plan benefits, exclusions, and claims procedures has been separately supplied to all students and their parents. Where coverage under a parent’s plan is effective worldwide, this plan is secondary. |
| Travel | Travel, transportation or excursions by any means of conveyance (eg, air, bicycle, bus, motorcycle, skateboard, taxi and train), whether planned or spontaneous, and whether individually or as part of a group. |
| Travel Risks | See Paragraph 5.7 above. |
| Westmont | Westmont College, and all its faculty, staff, Trustees, insurers, agents, assistants or volunteers either in their individual capacities or by reason of their relationship to Westmont, or their successors. |
| Witness | Legal adult who must sign this document to verify that <u>Participant</u> previously signed it, and did so voluntarily. |

Bad News / Good News
About the Westmont College Foreign Travel Program
Assumption of Risk and Participation Agreement

Bad News

Yes, bad things really do happen to good people on Westmont programs. In 1989, three students lost their lives in a collision with a drunk driver while driving near Ensenada for the Potter's Clay program. In 1995 a woman student contracted a permanently debilitating tropical disease while in Costa Rica. In recent years, some students returned from abroad with hepatitis. Also, some cars and computers have been stolen. That's all bad news.

Good News

During the last 30 years, over 3,000 students have participated in off campus programs. Significant losses have occurred in only a handful of instances. So, the odds are that it won't happen to you, and that you will have a wonderful experience. We pray and trust that will be so for you.

Bad News

BUT, if something bad *does* happen to you, "the odds" won't matter. Westmont has taken steps to minimize risk, yet certain risks remain entirely yours — and it's up to you whether to accept those risks as part of your personal and responsible decision to participate. You should not make any assumptions regarding your or your parents' insurance coverages, and if you lack certainty regarding the legal meaning of any provision in this document, you should obtain appropriate legal advice.

You've got to read this document thoroughly and sign it freely. You may need to do some "homework" before signing it, such as gathering input from parents, insurers, and others. You will not be granted permission to participate in this program unless you complete, sign and return this and other required forms.

Good News

The document is written in personal, you/we language, with topic headings and numbered paragraphs to make it easy to follow. We don't want this form or its contents to be an obstacle for you; we simply want to help you make an informed decision about your participation in an activity that involves some possible risk. And remember ... you'll be able to reduce your personal exposure to risk of injury or loss by your own prudent choices while on the program.