



## Release of Liability

**By signing this document, I confirm that I have read, understood, and agree to observe Colby College's rules for participation in off-campus experiences and that I understand Colby's relationship to my off-campus experience ("Experience"). I have shared this Release of Liability with my parent(s) or guardian. Specifically, by signing below, I acknowledge and agree that:**

### **Academic, Financial and Conduct:**

- I intend to participate in this Experience and for the period indicated above for which I have received approval from Colby College, as set forth in my application to Colby.
- The Experience is not administered by Colby College, and Colby has no control over the Experience. Colby has no control or oversight of matters pertaining to student health, safety, and security. Any such control or oversight shall be the responsibility of the Experience host institution and its supervisor(s), not Colby College.
- I have read and understand the Academic Requirements and Policies on Transfer of Credit.
- I understand that I may not receive academic credit for the Experience for which I have applied. These circumstances include, but are not limited to cancellation of the Experience or my dismissal or voluntary withdrawal from participation in the Experience.
- Financial arrangements, including travel, tuition, room, board, costs and fees, are between me and the Experience representative(s) from the supervising organization that I am participating in, and Colby College has no involvement in or responsibility for those financial arrangements.
- I must be in good disciplinary and academic standing and must have successfully completed all Experience pre-requisites by the time of departure or approval may be rescinded.
- I will follow safety guidelines if provided during my experience at all times.
- I take personal responsibility for informing myself of risks in locations in which I might study or travel.
- I understand that alcohol consumption or drug use may jeopardize my health and physical safety, and may result in dismissal from participation in this Experience for violation of any potential alcohol and drug policy.
- I will not illegally buy, sell, or use drugs at any time.
- I will participate in any and all classes and/or scheduled activities if required unless I am ill or prevented from attending for causes beyond my control.
- I understand that while I am abroad, I am subject to the laws of the country I am in, and those laws may be different from the laws of my home country.
- I will abide by dress and cultural standards suitable to the destinations visited.
- Any violation of academic or disciplinary policies will be disclosed to Colby and may affect my Colby record.
- As a Colby student having an off-campus experience, I am required to comply with the Colby College Student Handbook and other policies as applicable.

- I grant Colby permission to reproduce in their campus yearbooks, catalogs or other advertising or promotional materials any photographs, movies, or sound recordings of me taken while I am participating in the Experience, and also any written statements I may make concerning the Experience.

### **Travel & Transportation:**

- I am aware that Colby College strongly discourages travel to and study in countries and regions classified by the U.S. Department of State as Level 3 as well as Do Not Travel zones within countries classified as Levels 1, 2 and 3. I acknowledge that if I travel to these countries, neither the U.S. government nor Colby College can assist me in the case of an emergency.
- I am responsible for all travel arrangements, including passport and visas.
- I am aware that Colby College reserves the right to rescind approval of my Experience should the situation in the region change prior to departure.
- “Travel Risks” include, but are not limited to, delays in transportation, changes in the means of transportation, weather, vehicle accidents, strikes, wars, natural disasters, pickpockets, official corruption, or other foreseen or unforeseen causes or unfortunate outcomes involving travel.
- Certain Travel Risks are involved in going to, from and within foreign countries and off-campus destinations. Many of these risks are not present on the Colby campus.
- I have prepared for this Experience by reviewing information on specific Travel Risks relating to this Experience, and I understand and accept them.
- I accept full responsibility for covering any loss or damage caused by a Travel Risk, whether through personal insurance, personal funds, or other personal sources.
- If I elect to operate or to travel as a passenger in a vehicle that I have hired or chartered, I understand my own qualifications or that of the driver. Determination of the sufficiency of insurance coverage for the vehicle and driver are my responsibility. Colby discourages owning a vehicle while abroad.
- If I become detached from any associated groups, fail to meet a scheduled departure, or become ill or injured, I will bear all responsibility and costs to seek out, contact, and reach the group at its next available destination.

### **General Health and Medical:**

- “Biomedical Hazards” include, but are not limited to, infectious, tropical, parasitic and other diseases, viruses or bacteria; contaminated water or food; and insect, spider, snake, fish or animal bites.
- I may visit areas where certain Biomedical Hazards are present that are not commonly encountered on the Colby campus; these may be definite and significant risks in certain countries and destinations.
- Colby cannot recommend precautions against Biomedical Hazards appropriate for each individual. Students should consult with a physician or licensed practitioner if they have concerns.
- Prior to participation in the Experience, 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 Experience destination(s), and to obtain the appropriate means of medical prevention or mitigation.
- I have obtained all inoculations and other preventative care required or recommended by my health care practitioner.
- I am aware of my personal medical needs. I further recognize that adjusting to life in a new culture, which often involves changes in diet and/or climate and being away from the support systems I currently have, can be a stressful and emotionally challenging experience and that underlying health-related concerns, including those which may be under control at home,

may be exacerbated by these stresses. Having consulted with appropriate family members and/or practitioners who are familiar with my health history, I assure Colby that I have fully considered my readiness to participate in the Experience and that there are no health-related reasons, physical or psychological impairments that, in the exercise of reasonable care, would preclude or restrict my participation in the Experience, or would put me or others in danger by my participation.

- I have completed or will complete—honestly, accurately and fully—any required predeparture health forms.
- Water and food sources in off-campus locations may be contaminated.
- Building, vehicle, and other safety standards at Experience destinations may be less stringent than those at home. Providers of food, water, shelter and transportation are not agents of, nor represented by, Colby.
- 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 and alcohol use). I further agree to follow any health guidelines provided to me during the Experience.
- I am aware of the coverages and limits of the health insurance plan that applies to me. I have arranged for whatever insurance I consider adequate to meet any and all needs for payment of medical care while off-campus.
- I assume all risk for the cost of my medical care, including transportation and hospitalization, while in, or in transit to or from, the Experience.

#### **Communications:**

- I will notify Colby College in case of any change in plans at any point.
- I will receive important registration and housing information and other reminders at my colby.edu email address.
- My first step in case of an Experience-related, health-related, or personal concern or emergency, is to inform my Experience director/local Experience contact or supervisor. I will also allow this individual(s) to inform Colby College.
- I authorize Colby's Colby College to discuss my academic or health issues with my Experience supervisor or host institution.
- I authorize Colby's Colby College office to share my name and Experience information with other Colby students for the purpose of contact, mutual support, information or advice before, during, and after the Experience.

#### **RELEASE BY STUDENT OF COLBY COLLEGE**

By signing this document, I, for myself and for anyone who may claim through me or on my behalf, including my heirs, executors, personal representatives, administrators, legal representatives, assignees, and successors in interest (collectively "Releasors"), hereby release, discharge, hold harmless and promise to indemnify The President and Trustees of Colby College, its trustees, officers, administrators, faculty, coaches, staff, agents, employees, and volunteers (hereinafter collectively referred to as "Releasees"), their representatives, successors, attorneys, heirs, and assigns, from and against any and all rights and claims, INCLUDING CLAIMS ARISING DIRECTLY OR INDIRECTLY FROM THE RELEASEES' OWN ACTS OR OMISSIONS OF NEGLIGENCE THAT AROSE OR MAY HAVE ARISEN THROUGH THE DATE OF THIS AGREEMENT, which Releasors now have or which may hereafter accrue, and any and all damages that may be sustained by Releasors directly or indirectly in connection with, or arising out of, my participation in, association with, or travel to, from or during, the Experience. I agree that this Release is governed by Maine law, and is intended to be a complete and unconditional release by each Releasor of all liability to the greatest extent allowed by law.

#### **Applicable Law, Entire Agreement:**

I agree that this RELEASE OF LIABILITY (NON-COLBY Experience) is meant to be as broad and inclusive as permitted by, and will be construed under, Maine law. The terms of this agreement are severable, such that if a court of law holds any term to be illegal or unenforceable the validity of the remaining portions will not be affected. This agreement represents the entire

agreement, and supersedes any prior representations, whether written or oral, made by Colby concerning the Experience.

**CAUTION:**

**THIS RELEASE OF LIABILITY CONSTITUTES A WAIVER OF IMPORTANT RIGHTS AND MUST BE CAREFULLY REVIEWED AND UNDERSTOOD BEFORE SIGNING.**

**Student Name:** \_\_\_\_\_

**Student Signature:** \_\_\_\_\_

**Student Date of Birth:** \_\_\_\_\_

**Student Experience Destination:** \_\_\_\_\_

*If the student is under 18 AND/OR traveling internationally to a U.S. Department of State Travel Advisory "Level 3: Reconsider Travel"*

**Parent or Guardian Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Date:** \_\_\_\_\_