

**WITTENBERG UNIVERSITY
SUMMER OFF-CAMPUS PROGRAMS**

**STATEMENT OF RESPONSIBILITY, WAIVER, RELEASE, INDEMNIFICATION AND
AUTHORIZATION FORM: PARTICIPATION IN A WITTENBERG-SPONSORED
OFF-CAMPUS PROGRAM**

I, _____(print), am a student at Wittenberg University ("the University") or _____

and have agreed to participate in a foreign off-campus program **Wittenberg in China: On the Silk Road** ("the Program") from
May 16, 2010 through June 16, 2010.

[Parent/Guardian alternative statement: I, _____(print), am the parent or guardian of
_____, a student at _____; I hereby indicate my agreement that my student may
participate in a foreign off-campus Summer program **Wittenberg in China: On the Silk Road** ("the Program").]

I am not required to participate in the Program; my participation is wholly voluntary. In consideration of the University's agreement to permit me to participate in the Program, the receipt and sufficiency of which is hereby acknowledged, I agree as follows

1) I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that the University is not responsible for matters beyond its control. I hereby release the University from injury, loss, damage, accident, delay or expense arising out of any such matters.

2) I understand that the University reserves the right to make changes to the Program itinerary at any time and for any reason, with or without notice, and the University shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. The University is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the University makes a flight arrangement. Any additional expense resulting from the above will be paid by me. I further understand that private travel insurance is available to cover the costs of such changes and cancellations; I understand that I am solely responsible for obtaining such insurance if I desire the coverage. The University reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the University.

3) I understand and acknowledge that the University assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the University, *force majeure*, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond the University's control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules, or other uncontrollable factors I am required to spend additional nights, the University will not be responsible for my hotel, transfers, meal costs, or other expenses. My baggage and personal property are transported at my risk entirely.

4) I am physically and mentally capable of participating in the Program. I understand that I am responsible for arranging any necessary medical care, medications, or vaccinations that I may require. I have agreed to make available to the University, upon my acceptance to the Program, a complete and accurate description of my physical and mental health information and any other personal information that is necessary for a safe and healthy experience. I further understand that, as part of my participation in the Program, I will be required to purchase travel insurance from the provider designated by the University. I understand that this insurance is intended to cover any medical expenses I may incur while participating in the Program.

5) The University reserves the right to decline to accept or retain me in the Program at any time, should my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of

the University, I understand that I may be required to leave the Program at the sole discretion of the University's employees, agents, and representatives, and I may be referred to the appropriate University officials for further disciplinary action. In such an event, no refund will be made for any unused portion of the Program. I further understand that each foreign country has its own laws and standards of acceptable conduct including dress, manners, morals, politics, drug use and behavior. I recognize that I am solely responsible for any legal problems I encounter with any foreign nationals or government of the host country.

6) The right is reserved by the University, in its sole discretion, to cancel the Program or any aspect thereof prior to or after departure; and requiring that all participants return to the United States if the University determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued.

7) *Foreign Programs Only* I understand and hereby acknowledge that I have received and reviewed the U.S. Consular Information on travel to, in and around the site country of the Program; that I am aware of and understand the risks and dangers of travel to, in, and around that site country, including but not limited to the dangers to my own health and personal safety posed by the use of public transportation in that location, and by civil unrest, political instability, terrorism, crime, violence, and disease in that location. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in, or around the site country.

8) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release and forever discharge the University and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program and/or any travel incident thereto.

9) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, and hold harmless the University and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability, loss, damage, or expense, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the Program or any travel incident thereto.

10) I agree that this Agreement is to be construed under the laws of the State of Ohio, U.S.A.; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

11) I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

Signature of Student

Date

Name (Printed)

Signature of Parent or Guardian*

Date

Name (Printed)

*** Note: Unless you are classified as an adult/non-traditional student, you and at least one parent or guardian (even if you are no longer a minor) must sign the Agreement and return it to the University.**