OFF-CAMPUS STUDY
WAIVER AND
ACKNOWLEDGEMENT OF
RISK AND RESPONSIBILITY
FOR APPROVED PROGRAMS
Colgate University Study Groups

Students must return the following signed document to Off-Campus Study in 101 McGregory Hall.

Your signature on the reverse of this page confirms that you:

1) Understand Colgate University’s relationship to your off-campus study program;
2) Recognize the risks that you will experiences as a result of participation; and
3) Release Colgate University, or Colgate, from any claim that may occur as a result of your participation

Specifically, your signature acknowledges your assumption of risk and understanding that:

1. Colgate does not represent or act as an agent for, and cannot control the acts or omissions of the sponsor or operator of your off-campus study program, any host family, person, or institution, transportation carrier, hotel, tour organizer, or other provider of goods or services involved in the program;
2. Your off-campus study program is not directly planned, administered, managed or controlled by Colgate, and that Colgate has made no warranties to you about the conditions or risks which you will encounter in participating in this program and/or residing in or traveling to, from, or within the country in which it will be held;
3. You are fully responsible for your personal health and safety while studying off-campus; it is your responsibility to verify with your physician that no health-related reasons or problems preclude your participation in your off-campus program; you must verify insurance coverage through your current insurance provider and/or your off-campus study program; if you do not have coverage abroad and your off-campus study program does not provide coverage, you must obtain such insurance coverage as you deem necessary;
4. Certain risks are associated with off-campus travel and possible residence in a foreign country and that Colgate cannot control these risks. These risks include but are not limited to: dangers inherent to traveling to and within, and returning from, one or more foreign countries; difficult terrain and inclement weather; inadequate or unhealthy food and/or water supplies; accidents or collisions involving various modes of conveyance; acts of terrorism, vandalism or war; storms, earthquakes or other natural disasters; government and/or cultural restrictions; riot; political unrest; theft or other criminal acts; and accident or illness in remote locations with little or no access to adequate medical facilities. These risks and hazards may result in serious personal or bodily injury, sickness or death, and damage to, or loss or destruction of property, and no guarantee can be made that Colgate or others will be able to provide assistance if any of the foregoing were to take place;
5. While studying abroad you may experience risks and/or differences relating to educational systems, academic expectations including course load and credit, recognition of civil and/or religious rights, lack of accessibility and accommodations for persons with disabilities, alcohol and drug use, relationships and gender issues. By choosing to participate in an off-campus study program you assume all risks inherent to the program (including those listed above and any other risks that may exist, whether or not presently foreseeable);
6. You have investigated, understand, and accept these risks;
7. Knowing and accepting these risks, and in consideration of participating in your chosen off-campus study program, you, for yourself and your heirs, personal representatives, successors, and assigns, assume all the risks and responsibilities arising from an incident to your participation in the program;
8. In the event of withdrawal of cancellation of your plans, the program provider’s refund policies will apply, and you will remain responsible for any amount that is not refunded by the program to Colgate;

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9. Your program provider reserves the right to pursue disciplinary action up to and including removal from the program for noncompliance with program requirements, and Colgate reserves the right to pursue disciplinary charges arising out of conduct that occurs abroad;

10. You also hereby release and forever discharge Colgate and its trustees, officers, agents, employees, contractors, and students from, and agree not to sue them for, any and all claims, demands, liabilities, rights and causes of action of whatever kind or nature, including but not limited to those arising out of personal or bodily injury, death, or property loss or damage, resulting from my participation in, or in any way connected with, an off-campus study program (including without limitation claims, demands, liabilities, rights and causes of action arising out of the negligent acts or omissions of any or all of the aforementioned persons/entities or others).

I have read and agree to abide by the policies explained on the Off-Campus Study Policies sheet, which I have received with this form. I understand that these policies are also posted on the Off-Campus Study web site located at http://www.colgate.edu/academics/off-campus-study.

I have read, understand, and agree to abide by the terms of this Agreement. I understand and agree that this Agreement is to be as broad and inclusive as is permitted by the laws of the State of New York, and that if any portion of this Agreement is held invalid, the remaining terms shall continue in full force and effect. This Agreement shall be binding upon me, as well as my successors, personal representatives, heirs and assigns.

(Name, printed)                                                                                                  (Name, signed)                                                                                             (date)