ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

Full Name (print) ____________________________  Furman Student ID # ______________

Program: ________________________________

Type of Program (please circle one): Furman Faculty-Led  Affiliated Study Away Program  Exchange Program

Semester Away (please circle one): MayX 2024  Fall 2024  Spring 2025  Academic Year Fall 2024 & Spring 2025

I, __________________________, acknowledge that I am at least 18 years of age, and I agree that I am voluntarily signing this ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT to participate in the above-named Furman University (“Furman”) Study Away Program (hereinafter, the “Program”).

1. Acknowledgments

I acknowledge and agree that Furman may, in its sole discretion, cancel the Program at any time and require me to return to the United States.

I understand and agree that Furman does not represent or act as an agent for, and cannot control the acts or omissions of, any third party that provides any services, equipment, training or other activities associated with the Program. I further acknowledge and agree that Furman is not responsible for any independent travel, independent excursions, or other independent activities in which I participate, regardless of whether such independent activities are organized by a third party that may be hosting the Program.

I agree to support and uphold all policies, rules, and requirements of Furman and the Program; follow all instructions and recommendations of Furman and the Program in all matters pertaining to the Program and to my personal conduct during the Program.

I agree review and abide by Furman policies and procedures, including but not limited to, those outlined in the Study Away Handbook (available online at www.studyaway.furman.edu) and the Furman student handbook (available online at www.furman.edu/studentlife) during or in connection with my participation in the Program. I understand and agree that all conduct and/or sexual misconduct violations will be adjudicated through the applicable Furman policies and procedures.

I acknowledge and agree that Furman reserves the right to terminate my participation in the Program at any time, before or during the Program, should my actions, general behavior or academic progress (including, but not limited to academic probation) be determined, in the sole discretion of Furman, to impede or obstruct the Program in any way. Should Furman terminate my participation in the Program, I agree that I will not be entitled to any refund of tuition, expenses or any other costs incurred in connection with the Program. Further, I understand and agree that I will be financially responsible for any costs Furman incurs associated with (or arising out of or related to) my termination from the Program, including but not limited costs associated with my return from the Program location.

I agree that in the event I leave the Program voluntarily, I will not be entitled to any refund of tuition, expenses or any other costs incurred in connection with the Program. I further understand and agree that in the event I voluntarily leave the Program (i) my decision to leave will be treated as a withdrawal from Furman and/or the host institution for the term and (ii) I may not be awarded academic credit for the term.

I agree that Furman and/or a third party providing services in support of the Program may take such action as it deems necessary or appropriate, in its sole discretion, to protect my health and safety, including but not limited to, placing me under care of a doctor or a hospital at any place for medical examination and/or treatment and if deemed advisable, returning me to the United States (collectively, “Medical Care”). I understand and agree that I will be financially responsible for any expenses incurred associated with (or arising out of or related to) such Medical Care.

I agree that Furman may contact my parent and/or legal guardians or other designated emergency contacts throughout the duration of the Program.
I agree that I will not engage in skydiving; parachuting; hang gliding; bungee jumping; mountain climbing; pot-holing; ziplining; motorcycle riding; and scuba diving – unless scuba diving is assigned as part of the curriculum of study for course credit.

I grant Furman full permission to use, reproduce, edit, display, broadcast, distribute, copyright, and create derivative works of photographs and/or videos of me either alone or with others (including on Furman’s website or in other electronic form, print, or media) for the purpose of promoting Furman and sharing my accomplishments with others. I understand that Furman is not required to compensate me for the use of such photographs and/or videos. I release all claims against Furman and others with respect to the copyright, publication, or use of such photographs and/or videos, including any claim for compensation related to their use, and I waive any right to inspect or approve the photographs and/or videos used. I further grant Furman full permission to copy, publish or otherwise use all or a portion of my reflection paper or summary on Furman websites or other electronic form, print or media, without notifying me. I understand that Furman is not required to compensate me for the use of such reflection paper or summaries. I release all claims against Furman and others with respect to the copyright, publication, or use of such reflection papers or summaries, including any claim for compensation related to their use, and I waive any right to inspect or approve the documents or electronic copies used or Furman’s use of such documents or electronic copies.

2. ASSUMPTION OF RISK

I acknowledge that my participation in the Program is voluntary, and I understand and agree that there are inherent risks associated with (or arising out of or related to) my participation in the Program, including but not limited to the possible risk of emotional injury; theft/loss of property; and/or minor, moderate, severe or fatal physical injury and/or reactions or complications resulting therefrom arising out of and/or related to travel to and from the Program and location(s) visited during the Program; forces of nature; slips and falls; food consumption; and:

- Epidemic, pandemic, or other infectious diseases, including, but not limited to, COVID-19;
- Inadequate or unavailable medical treatment and/or facilities;
- Acts or omissions of any common carrier, airline, watercraft, railroad or bus;
- Travel and/or transportation irregularities;
- Terrorism;
- Criminal activity;
- Strikes;
- Unsanitary conditions;
- Ill effects of unfamiliar food and drink;
- Different standards of design, safety and maintenance of buildings, public places and conveyances;
- Chemical or biological attacks;
- Language barriers or cultural differences;
- Political unrest including, but not limited to, possible armed conflict; and/or
- Natural disasters.

I acknowledge and agree that physical injuries may include, but are not limited to, fractured and/or broken bones, disfigurement, dislocations, sprains, strains, concussion, temporary or permanent disability, loss of consciousness, lacerations, heat-related injuries, cold-related injuries, burns, rashes, bug and animal bites, clawing, stings, allergic reactions, infection, strokes, suffocation, drowning, paralysis and even death.

I acknowledge and agree that it is not possible to fully list each and every individual risk associated with (or arising out of or related to) the Program.

In consideration of being permitted to participate in the Program, I voluntarily agree, to the maximum extent permitted by law, to assume and accept responsibility for all risks associated with (or arising out of or related to) my participation in the Program, including but not limited to those set forth above, and to be solely responsible for any theft/loss of property, emotional and/or physical injury (including death), loss, or damage that I may sustain as a result of such risks.
3. RELEASE OF LIABILITY

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITY, I AGREE, TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, TO RELEASE FURMAN AND ITS OFFICERS, TRUSTEES, EMPLOYEES, VOLUNTEERS, STUDENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY PRESENT OR FUTURE CLAIM, EXPENSE, ACTION, LOSS, OR LIABILITY FOR INJURY TO PERSON OR PROPERTY THAT I MAY SUFFER, OR FOR WHICH I MAY BE LIABLE OR RESPONSIBLE TO ANY OTHER PERSON, DURING OR IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY AND ASSOCIATED WITH (OR ARISING OUT OF OR RELATED TO) MY PARTICIPATION IN THE ACTIVITY, IRRESPECTIVE OF THE CAUSE, INCLUDING NEGLIGENCE ON THE PART OF FURMAN OR ITS OFFICERS, TRUSTEES, EMPLOYEES, VOLUNTEERS, STUDENTS, OR REPRESENTATIVES AND/OR THE INTENTIONAL ACTS OF, OR MISCONDUCT BY, INDIVIDUALS OR ENTITIES OTHER THAN FURMAN; AND/OR ANY FINANCIAL OR OTHER OBLIGATIONS I INCUR AS A RESULT OF ANY MEDICAL CARE I RECEIVE DURING OR IN CONNECTION WITH THE ACTIVITY.

I understand that by signing this ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT, which I am doing voluntarily, I am relinquishing substantial legal rights, including the right of financial recovery for injury, loss, or damage, whether that injury, loss, or damage results from the inherent and/or enumerated risks of my participation in the Activity, the ordinary negligence of another party, and/or from the intentional acts of, or misconduct by, individuals or entities other than Furman.

I agree that if any of the provisions of this Agreement become invalid, illegal, or unenforceable in any respect under any law, such provision shall be changed and interpreted to best accomplish the objectives of such provision within the limits of applicable law.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I VOLUNTARIALLY AGREE TO BIND MYSELF, MY HEIRS, EXECUTORS AND REPRESENTATIVES IN THE EVENT OF MY DEATH OR INCAPACITY.

_________________________________  ________________________
Student’s Signature               Date

__________________________________________________________

Parent’s Signature               Date

Print name of Parent/Guardian

This Agreement must be signed by hand. Typed or cursive-font signature will not be accepted.

Please complete this Agreement, make a copy for your records, and upload as a PDF in the Study Away program application document center in the Study Away portal (studyaway.furman.edu).