

**CORNELL COLLEGE’S RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT FOR NON-EMPLOYEES ATTENDING FOR CREDIT ACTIVITIES OFFERED BY NON-EIIA MEMBER INSTITUTIONS OR OTHER THIRD PARTIES OR INDEPENDENT STUDY OR INTERNSHIPS**

I, \_\_\_\_\_, a student/volunteer or other non-employee at Cornell College (or a parent of a minor student at Cornell College have agreed to participate in \_\_\_\_\_ at \_\_\_\_\_ from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_, (the “Program”). I understand that the choice of this Particular program was mine alone and that my participation therein is wholly voluntary. In consideration for receiving academic credit and or funding from Cornell College for my satisfactory participation in the Program, I agree as follows:

**1. Assumption of Risk**

(a) I understand and agree that Cornell College is not affiliated with the Program in any way. While Cornell College has agreed to award academic credit and or funding for my satisfactory participation in the Program, this does not constitute an endorsement by Cornell College of the Program, its employees, agents or premises. Cornell College makes no representations or warranties regarding the Program and is not liable for any injuries or harm arising from my participation in the Program. **I understand and agree that Cornell College is not in a position to evaluate the safety of the Program or the risks associated therewith and thus will not be responsible for any injuries resulting from the Program.**

I certify that I have educated and informed myself about the risks and dangers of travel to and from, in and around \_\_\_\_\_. I certify that I have educated and informed myself about the risks associated with my participation in the Program, as well as with any activities I undertake which are not associated with the Program or sponsored or controlled by the Program, such as independent travel during free periods, periods of time extending beyond the termination of the Program, or other periods in which I am not participating in Program activities.

(b) I understand and hereby acknowledge that I have carefully reviewed and fully understand the risks posed by travel to and from, in and around \_\_\_\_\_, including but not limited to the risks of religious, political and/or social disturbances, economic or legal events, as well as the risk of disease, substandard sanitation, inclement weather, construction and facilities hazards, or any other risk affiliated with travel to and from the Program or incidental travel thereto, as provided by:

- The United states State Department, which issues Travel Warnings, Travel alerts and Country-specific information at: <http://travel.state.gov/content/passports/en/alertswarnings.html>
- The World Health Organization: <http://www.who.int/csr/alertresponse/en/>
- The Centers for Disease Control, via the International Travelers Hotline at 1-877-FYI TRIP (1-877-394-8747) or at: <http://wwwnc.cdc.gov/travel>

**I UNDERSTAND THAT THESE RISKS MAY RESULT IN INJURY OR EVEN DEATH. I HEREBY ASSUME, KNOWINGLY AND VOLUNTARILY, EACH OF THESE RISKS AND ALL OF THE OTHER RISKS WHICH COULD ARISE OUT OF OR FROM MY PARTICIPATION IN THE PROGRAM OR IN ACTIVITIES INCIDENT THERETO.**

Should my program occur in a region currently subject to a warning by the United States Department of State, I am aware and understand that the Program involves travel to a location that is currently subject to a warning by the United States Department of State. I have also read and understood the United States Department of Consular Information Sheet about the country or countries to which I am traveling, available at <http://travel.state.gov>. I have read and understand this warning and am voluntarily choosing to participate in the Program at my own risk, despite these warnings.

**I UNDERSTAND THAT THESE RISKS MAY RESULT IN INJURY OR EVEN DEATH. I HEREBY ASSUME, KNOWINGLY AND VOLUNTARILY, EACH OF THESE RISKS AND ALL OF THE OTHER RISKS WHICH COULD ARISE OUT OF OR FROM MY PARTICIPATION IN THE PROGRAM OR IN ACTIVITIES INCIDENT THERETO.**

## **2. Release of Claims**

(a) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby **RELEASE** and **FOREVER DISCHARGE** Cornell College including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Cornell College's direction (collectively referred to as "Releasees"), 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, any related or independent travel, and any activities, excursions, side trips or field trips in which I participate during the Program **UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' SOLE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

Cornell College expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of Cornell College. I, hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

## **3. Indemnification**

(a) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to **INDEMNIFY, DEFEND** and **HOLD HARMLESS** Releasees 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 or related to my participation in the Program, any related or independent travel, and any activities, excursions, events or field trips in which I participate during the Program **UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' SOLE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL**

## MISCONDUCT.

### 4. Health Insurance.

#### I. Domestic Programs

I understand that I should purchase and maintain during the term of the Program personal medical insurance.

a. I hereby represent and warrant that I have or will secure a policy of comprehensive health and accident insurance that provides coverage, including medical evacuation coverage, throughout the duration of the Program for injuries and illnesses I sustain or experience while participating in the Program.

b. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Program except for medical costs arising from an injury that I sustain that is the direct result of Releasees' negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not solely the result of Releasees' negligence, gross negligence or intentional misconduct.

c. By my signature below, I certify that my health and accident insurance policy will adequately cover me. I absolve Cornell College of all responsibility and liability for any injuries (including death), illnesses, claims damages, charges, bills, or medical evacuation costs, medical treatment costs and all other expenses I may incur. I understand and acknowledge that Cornell College's health, accident, medical evacuation, and liability insurance program will not apply.

#### II. International practicum, internship or fellowship and international independent study

I understand that I should purchase and maintain during the term of the Program personal medical insurance

a. I understand that Cornell College provides to Program participants insurance, including repatriation, medical evacuation and non-medical assist service. I understand and agree that this policy contains exclusions and that it does not guarantee that all the expenses I may incur will be covered.

b. I acknowledge that, prior to participating in the Program, it is my responsibility to review and understand the coverages and exclusions of Cornell College's Program participants' insurance policy. I understand that certain policy provisions require that EIIA must arrange for certain services prior to the use of those services for the cost of those services to be reimbursed.

c. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Program except for medical costs arising from an injury that I sustain that is the direct result of Releasees' negligence, gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of Releasees' negligence, gross negligence or intentional misconduct.

### 5. Certification of Health After the Program

I hereby agree that I have been informed of CDC-recommended immunizations for \_\_\_\_\_, and that is my responsibility to obtain them.

**6. Governing Law; Entire Agreement.** I agree that this Agreement shall be construed in accordance with the laws of the State of Iowa, which shall be the forum for any dispute concerning my participation in the Program. This Agreement represents my complete understanding with Cornell College concerning Cornell College's responsibility and liability for my participation in the Program. This Agreement supersedes any previous or contemporaneous understandings I may have had with

Cornell College on this subject, whether written or oral.

**7. Severability.** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Participant)

**If I have a medical emergency, here is who to call:**

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

**Relationship:** \_\_\_\_\_

**Telephone number:** \_\_\_\_\_

**Alternate Contact Information:** \_\_\_\_\_

**Signature of Parent/Guardian for Participants Who Are Minors:**

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY CORNELL COLLEGE.**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Parent or Guardian)

\_\_\_\_\_  
(Printed Name of Parent or Guardian)

**Received by:**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Institution Official)