



Otis College of Art and Design
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GENERAL RELEASE AND COVENANT NOT TO SUE

THIS IS A GENERAL RELEASE AND WAIVER OF ALL LEGAL RIGHTS

READ CAREFULLY AND UNDERSTAND FULLY BEFORE SIGNING

Name of Participant: (print) _____

Program and Destination: _____

Beginning/Ending Dates _____

I hereby agree as follows regarding the above Program and Destination:

1. Risks of Off Campus Study

I understand and agree that participation in this Program at this Destination may involve risks not found at the College's Westchester, CA campus and other College locations including the California Mart and MFA studios. These risks may include, but are not limited to, traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local sanitation, and medical and weather conditions. I reviewed and understand the applicable current travel advisories issued by the U.S. Department of State, Center for Disease Control/World Health Organization for the Destination.

2. Risks of Air Travel

I understand and agree that my participation in this Program may involve air travel. Air travel involves risks and may result in damage to property, injury to persons and death. The College assumes no liability for such damage, injury, and death, and my participation in this Program is voluntary and at my own risk.

3. Health and Medical Care

- A. I have consulted with a medical doctor with regards to my personal medical needs. I am aware of all of my personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation in the Program.
- B. I shall pay for and satisfy promptly and fully the costs of all of my medical needs and treatment while I participate in the Program. I understand and agree that the College is not obligated to provide or pay for any of my medical needs or treatment. If I require medical treatment or hospital care during the Program, the College is not responsible for the cost or quality of such treatment or care.
- C. I understand and agree that the College may, but is not obligated to, take any actions it considers to be necessary under the circumstances regarding my health and safety. I shall pay for all expenses relating to these actions and release the College from any liability for any of these actions.
- D. All students traveling outside the United States are mandated to purchase Travel Insurance through the Dean of Student Affairs office.

4. Standards of Conduct

- A. I understand and agree that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I understand and agree that behavior which violates those laws or standards may harm me and the College's reputation and relationship with those countries and institutions. I am informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.
- B. I will comply with the College's rules, policies, standards, and instructions for student behavior including the Student Code of Conduct. I waive and release all claims that I may have against the College that arise from or are caused by my failure to act in accordance with these rules, policies, standards, and instructions.
- C. I understand and agree that any violation of these rules, policies, standards, and instructions may lead to sanctions being imposed on me that are consistent with the Student Code of Conduct, including, but not limited to suspension or expulsion from the Program and the College.

- D. I will address promptly and fully any legal problem I encounter with any foreign nationals or government. The College is not responsible for providing any assistance in the event of this type of problem.

5. Transportation

A. I acknowledge and understand that unless specifically advised otherwise, the college is not providing transportation and it is my responsibility to arrange for transportation to and from the location of the trip. If the college is providing transportation but I choose not to utilize it, I am responsible for my own arrangements and the college assumes no responsibility or liability of any kind. Further, I understand the driver of the vehicle in which I ride, whether as driver or passenger, is not acting on behalf of the college. The college is not responsible in any way to assume liability for any injury or loss that may result from such transportation; although the college may assist in coordination of transportation and/or recommend travel times, routes, car pooling or caravanning, recommendation or travel assistance provided is not mandatory.

5. Independent Activity and Travel

- A. I understand and agree that the College is not responsible for any injury or loss I may suffer when I am acting or traveling independently from the Program or am otherwise separated or absent from any College-supervised activities. This includes but is not/limited to “free time’ during the Program.
- B. I accept all responsibility for any loss or additional expenses due to delays or other changes in the means of transportation, or other services, or sickness, weather, strikes, or other unforeseen causes.
- C. I understand and agree that if I become detached from the Program or its participants or fail to meet a departure time or place, I will, at my own expense, seek out, contact, locate and join the Program at its next destination.
- D. I waive and release all claims against the College that arise at a time when I am acting or traveling independently from the Program or not under the direct supervision of the College.

6. Institutional Arrangements

I understand and agree that the College does not represent or act as an agent for, and cannot control the acts or omissions of host institutions, host families, transportation carriers, hotels, tour organizers or other providers of goods or services involved with the Program. I understand and agree that the

College is not responsible for matters involving these entities or that are beyond its direct control. I waive and release the College from any injury, loss, damage, accident, delay or expense arising out of any such matters.

7. Program Changes

I understand and agree that the College has the right to make cancellations, substitutions or changes in the Program or its itinerary for any reason. I understand and agree that the College's and Program's fees and charges are based on current airfares, lodging rates, and travel costs which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid.

8. Assumption of Risk and General Release and Waiver of Claims

I fully understand the risks described above and that my participation in the Program is optional and voluntary. In signing this Release, I agree that I have read the Release in full, that I understand the contents of the Release fully and what they mean, that I have received sufficient time to read and consider the contents of the release, and that I sign the Release of my own free will. I acknowledge that no representations, promises, statements, or inducements have been made to me that are not reflected above in this Release. In signing this Release, I represent that there are no health-related reasons or conditions which preclude or restrict my participation in the Program or any of its activities. I understand and agree that the College reserves the right to decline to permit me to participate in the Program, before or during the Program, for any lawful reason.

9. Indemnity

I agree to indemnify and defend the College and its officers, employees, and agents, with counsel solely chosen by the College, against any claim, action, or lawsuit brought against them and arising from any willful or negligent acts or omissions by me during the Program.

10. Choice of Law and Severability

I agree that this Release shall be construed in accordance with the laws of the State of California and that if any term or provision of this Release shall be deemed unenforceable or non-binding, the validity of the remaining provisions shall not be affected thereby.

I have carefully read this Release and agree with all of its provisions.

x _____

Signature of Participant

Date

Address _____

I am the parent or legal guardian of the above Participant and have read this Release (including such parts as may subject me to personal financial responsibility). I am and will be legally responsible for the obligations and acts of the Participant as described in this Release and agree, for myself and for the Participant, to be bound fully by its terms.

x _____
(Parent or Guardian if Participant
Is under 18 Years Old)

Date

(Printed Name)

Address