



THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING IT. BEFORE SIGNING, YOU MAY, AT YOUR OWN EXPENSE, REVIEW THE TERMS OF THIS CONTRACT WITH AN ATTORNEY OF YOUR CHOOSING.

Assumption of Risk, General Release, and Indemnity Agreement

Download the form and use the fillable fields to complete the application electronically. Once completed, print, sign, and submit to the school program coordinator or trip organizer. This form is to be completed and signed by a parent/guardian if the participant is under 18 years of age.

Participant Name:

Address:

City, State, Zip:

Phone number:

Email address:

Name of International Group Travel Program:

Program Organizer and CGU School:

If the program is part of a CGU course, provide course number and number of units:

Assumption of Risk

I, _____, acknowledge that I have voluntarily chosen to participate in the above referenced Claremont Graduate University (CGU) program that involves international group travel. I understand that the program will be conducted in _____ (country and city) on the following dates: _____. I also understand and agree that CGU has not made, does not make, and cannot make any representations whatsoever regarding the suitability of this program for my participation, or regarding my personal safety or that of my property, while I am participating in the program.

I have full knowledge that travel to and residence in another country may place me at greater risk of personal injury and property loss than would be experienced in the United States. I am aware

that Claremont Graduate University (CGU) is not coordinating all of my activities during this program and will assume no responsibility or liability for activities not related to the program or coordinated and organized by CGU.

I understand and acknowledge my duty to educate myself regarding the risks associated with participating in this program. I acknowledge and agree that I assume all risks associated with the program. I am voluntarily participating in the program with the knowledge of the risks involved and I hereby agree to accept any and all risk of injury, death, and/or property damage whether foreseen or unforeseen, known or unknown. I understand that the risks may include but are not limited to: (1) travel to, from, and around the location of the program, including traveling by automobile or other motor vehicles while abroad; (2) participation in any form of athletic or recreational activities; (3) the use of alcohol or any form of illegal drugs or controlled substances; (4) war, insurrection, rebellion, and riot; (5) unfamiliarity with local laws, culture, or customs; (6) exposure to sickness, disease, and allergic reaction; (7) unavailability or sporadic availability of adequate medical assistance and health care facilities; (8) difficulty in passing through customs; (9) terrorism and terrorist acts, (10) natural or human-caused disasters.

Full and General Release

I understand and agree to assume responsibility for risk of theft, loss or damage of personal property, which occurs at any time arising out of my participation in the above-referenced program.

I understand and agree that as a condition of participation in this program, I release from liability and indemnify CGU, its officers, directors, agents, employees, assigns, successors, or lessors for any damage, injury, death, to myself, to any other person or property, in any way connected with my participation in this program, whether caused by the negligence of CGU or otherwise, or by my negligence in combination with that of CGU while I am participating in the above-referenced program.

I agree that neither I nor my legal representatives, including my family, spouse, heirs, assigns and personal representative, will sue, make a claim against, or attach the property of CGU for any injury or damage to my person or property arising out of negligence of CGU or otherwise, or arising out of my negligence in combination with that of CGU while I am participating in the above-referenced program.

Notwithstanding the foregoing release, nothing in this contract shall be interpreted to release CGU from liability for any acts or omissions by CGU which constitutes gross negligence, willful and intentional wrongdoing, or criminal conduct. I understand and agree that, except as excluded in the preceding paragraph, this release extends to all claims and demands referred to in this contract, of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and that I expressly waive all rights under Section 1542 of the Civil Code of California.

Section 1542 of the Civil Code provides as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Indemnity

I will reimburse CGU for any costs it incurs on my behalf because of my participation in the above-referenced program. I agree to indemnify and hold CGU harmless for any injuries, losses, damages, liabilities, claims, causes of action, penalties, judgments, costs and expenses (including reasonable attorneys’ fees) which arise as a result of my negligent or intentional act or omission while I am participating in the above-referenced program.

Additional Provisions

Should any portion or clause of this release be found or declared by a court of competent jurisdiction to be unenforceable, unconstitutional, or otherwise invalid, such finding shall not affect the enforceability or validity of the remainder, and the unenforceable portion shall be severed from this document without affecting the validity of the remainder.

This release shall be governed and controlled by the laws of the State of California, and jurisdiction as to all matters under this release shall be vested solely in the Superior Court of Los Angeles County or the United States District Court in said county.

I certify that I will obtain any immunizations, travel documents (e.g., visas), and insurance policies required for participation. The program organizer will provide information on these requirements.

Any and all medical treatment or hospitalization that I may require during the duration of the course is my sole responsibility and I release CGU from any and all responsibility in these areas.

I understand that photographs may be taken during program participation and may be used in future publications and websites. I agree to participate fully in any required orientation session(s) and all program components and evaluation processes, and I agree to meet deadlines for submission of all required materials and payments.

I have carefully read and understand this assumption of risk, general release, and indemnity agreement. I understand that this is a release of liability whereby I give up my right to sue or make any other legal claim against CGU (except for acts of gross negligence, willful wrongdoing, or criminal acts), including my right to sue CGU on a no-fault basis. I further agree to indemnify (reimburse) CGU for damages as a result of my negligent or intentional act or omission while I am participating in the above-referenced program. It is my intent to assume all risks and to waive and give up my rights to file suit or make any other legal claims.

With this knowledge, I am entering into this agreement fully and voluntarily. I agree that it is binding on me, my spouse, my heirs, my children including any guardian ad litem for the child(ren), my assigns, and legal representatives.

Please note that only original signatures will be accepted.

Signature: _____ Date: _____

Print Name: _____

Date of Birth: _____