



**WAIVER, ACKNOWLEDGEMENT AND RELEASE AGREEMENT
FOR INTERNATIONAL STUDY/PROGRAM PARTICIPATION
PLEASE READ CAREFULLY – YOU ARE ASSIGNING AWAY LEGAL RIGHTS**

I hereby acknowledge and agree that participation in the program to the country(ies) of _____ is not required by the University of Miami (“UM”) and I further understand that my participation in the program may expose me to risks and dangers, some being inherent in the nature of the program, some resulting from human error and negligence on my part and/or on the part of other personnel working or participating in the program. I acknowledge that I am ultimately responsible for my own safety and that UM has limited obligations to provide supervision and oversight for my safety on the program. I acknowledge that my decision to participate in the program is completely voluntary. I have full knowledge of the nature and extent of the risks associated with travel to the foreign country including:

All manner of injury resulting from or associated with transportation to and from the foreign country. All manner of injury resulting from or associated with traveling and residing in a foreign country, including but not limited to detention, annoyance, quarantine, strikes, failure of conveyances to move as scheduled, civil disturbances, criminal acts such as thefts, kidnapping, assault and robbery, injury to my person or property, acts of God, fire, unfamiliar cultures, languages and traditions, political instability, outbreak of war and violence, terrorism, diseases and health hazards. All manner of injury resulting from or associated with staying in a location and participating in a program that is not owned or operated by UM, including injuries that may occur due to the use of different standards of care regarding blood borne and airborne pathogens, as well as different standards of care applied to other areas of medical practice. All manner of injury resulting from the use of any vehicle, the occurrence of strikes, war, acts of terrorism, governmental restrictions or regulations, or the acts of omissions of any water carrier, airline, railroad, bus company, taxi service, hotel, restaurant, school, university, or any other firm, agency, company, or personal injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the program, whether I am being supervised or not, and however the injury or damage is caused, including but not limited to the negligence of UM, its employees or agents.

I acknowledge that the above is not inclusive of all possible risks associated with my participation in the program and that the above in no way limits the extent or reach of this release and covenant not to sue. I further acknowledge that I am voluntarily assuming these risks. I acknowledge that any of the above-referenced risks and dangers may cause damage or loss of personal property, personal injury and even death, and I fully assume and accept these risks and dangers.

I acknowledge that the UM assumes no responsibility or liability for the conduct, activities and travel plans of students prior to the commencement of the program and after the conclusion of the program as well as on non-program related activities and travel during the course of the program.

In consideration of UM permitting me to participate in the program, I hereby waive and release UM, its agents and employees from and against all claims or causes of action which I may have, now or in the future, relating to any injury, loss damage, accident, delay or expense arising out of my participation in the program. I hereby agree to exonerate, indemnify and hold UM, its agents and employees harmless from and against any and all obligations or liabilities for which I may become liable as the result of damage or injury to the person or property of others while participating in the program. I expressly acknowledge and agree that UM, its agents and employees shall not be responsible for any injury or loss whatsoever suffered by me during a period of independent travel while in the foreign country or during any absence from activities supervised by UM.

I further waive and release on behalf of myself, my heirs, representative, executors, administrator and assigns, UM, its officers, agents, and employees from any cause of action, claim, demand, loss, delay, expense or cost of any nature

whatsoever, which I my heirs, representatives, executors, administrators and assigns may have now or in the future against UM on account of participation in the program.

I understand that I will be solely responsible for any loss or damage including death, I sustain while participating in the program and by this agreement I am relieving UM of any and all liability for such loss, damage or death.

During my participation in the program, I hereby grant UM, its employees and agents full authority to take whatever actions they may consider to be warranted under the circumstances regarding the protection of my health and safety, and I hereby release each of them from any liability for any such decisions or actions as may be taken by them in connection therewith. The authority granted in the preceding sentence shall include the right to place me at my own expense, and without further consent, in a hospital, within or outside the United States, for medical services and treatment or if no hospital is readily accessible, to place me in the hands of a local medical doctor for treatment. If it is deemed necessary or desirable by UM, its employees or agents, I authorize them to transport me back to the United States by commercial airline or otherwise at my own expense for medical treatment.

I hereby certify that I am in good health and that I have no physical or psychological limitations that would preclude my safe participation in the program. I further certify that I have or will secure health insurance to provide adequate coverage for any injuries and/or illnesses that I may sustain or experience while participating in the program, including coverage for medical evacuation and repatriation of remains. By my signature below, I certify that I have confirmed that my health care coverage will adequately cover me while outside the United States, and I hereby release UM and its employees and agents, from any and all responsibility and/or liability for health care costs and other expenses for injuries or illnesses, including death, that I may incur.

I agree that should any portion or aspect of this release be found to be unenforceable, that all remaining portions will remain in full force and effect. I agree that, should there be any dispute concerning my participation in the programs that would require adjudication by a court of law, such adjudication will occur in the courts of, and be determined by, the laws of the State of Florida. This release shall be interpreted and governed by the laws of the state of Florida.

I have completed the requirements set out in **the Guidelines for International Study/Program Participation to Promote the Health and Safety of Students** and have completed and submitted the **Emergency Contact Form** to UM. Furthermore, if I am under eighteen (18) years of age, I have submitted the completed **Consent and Release of Next of Kin for Students Enrolled in International Study**.

I understand and agree to the following: Inherent to international travel and extended stays in other countries is the constant possibility of changing circumstances. Circumstances may change as a result of changing conditions in the United States, the host country and/or the host institution. As a result, UM reserves the right to change the program's requirements, itinerary, accommodations, activities, and educational and non-educational programs offered. UM further reserves the right to make any changes to the program to ensure the safety of the program's participants and staff. In the event of any changes, no reimbursements will be offered.

I understand that UM will not provide support for accompanying non-participants in the program, and such persons may not participate in any course and program-related activities.

I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it of my own free will and after having the right to consult with an advisor, counselor or attorney of my choice.

IN WITNESS WHEREOF, this instrument is duly executed in _____, _____;
(City) (State)

This _____ day of _____ 20____.

Student - Name Printed

**Witness – Name Printed

Student Signature

Witness Signature

**Please note that this form does not need to be notarized, and may be brought to the study abroad office to be witnessed.