

INTERNATIONAL EDUCATION AND EXCHANGE PROGRAMS

NOTICE, WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, _____, am a student at the University of Miami (“the University”) and have agreed to participate in the Washington Semester Program (“the Program”) at American University in Washington, D.C. from _____ until _____
start date *end date*

In consideration for being permitted to participate in the Program, I hereby agree and represent that:

1. 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. By my signature below, I certify that I have confirmed that my health care coverage will adequately cover me while traveling in the United States, and I hereby release the University of Miami, 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.
2. I agree to notify the University’s Director of International Education and Exchange Programs (“Director”) at least ninety (90) days prior to departure for the Program, if possible, of any and all physical or mental conditions I have which may require special medical attention or accommodation during the Program.
3. I understand that, although the University will attempt to maintain the Program as described in its publications and brochures, it reserves the right to change the Program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that neither the University nor its employees or agents shall be responsible or liable for any expenses or losses that I may sustain because of these charges.
4. I understand that the University’s Student Rights and Responsibilities as outlined in the Student Life Handbook and Daily Planner may apply to me while in the Program. Accordingly, I may be referred to the Office of the Dean of Students upon my return from the Program or be pulled from the Program for noncompliance with Handbook requirements.

I understand that the University reserves the right to decline to retain me in the Program at any time should my actions or general behavior, in the sole discretion of the University, be determined to impede the progress of the Program in any way or to impede the rights or welfare of any person. In such a case, eligibility for any refunds for any remaining portion of the Program will be determined in accordance with University's refund schedule.

5. I understand that, although the University has made every reasonable effort to assure my safety while participating in the Program, there are unavoidable risks in travel, and I hereby release and promise not to sue the University or its employees or agents for any damages or injuries, including death, caused by, deriving from, or associated with my participation in the Program.
6. I agree to the release of my University educational records to the institution to which I am being nominated for admission. I also hereby authorize the overseas institution to provide a transcript to the School of Continuing Studies, Office of International Education and Exchange Programs upon completion of the Program.
7. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless the University and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) 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 attorney's fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Program and/or any travel incident thereto.
8. I agree that should any provision or aspect of this Agreement be found to be unenforceable, that all remaining provisions of the Agreement will remain in full force and effect.
9. I represent that my agreement to the provisions herein and my participation in the Program is wholly voluntary, and further understand that prior to signing this Agreement, I have the right to consult with an advisor, counselor, or attorney of my choice.
10. I agree that, should there be any dispute concerning my participation in the Program 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.

11. This Agreement represents my complete understanding with the University concerning the University's responsibility and liability for my participation in the Program, supersedes any previous or contemporaneous understandings I may have had with the University on this subject, whether written or oral, and cannot be changed or amended in any way without my and the University's written concurrence.

12. I represent that I am at least eighteen years of age or, if not, that I have secured below the signature of my parent or guardian as well as my own.

I hereby acknowledge that I have read, understand and will abide by all of the terms and conditions of this Agreement.

Student Name _____

Student Signature _____ Dated _____

If student under 18 years of age:

Parent/Guardian Name _____

Parent/Guardian Signature _____ Dated _____