

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participation in the activity or tour described.

Five College Center for East Asian Studies is a program of Five Colleges Incorporated, which is a non-profit educational institution. References to the Five College Center for East Asian Studies (henceforth referred to as FCCEAS) include Five Colleges Incorporated, and its member institutions (Amherst, Hampshire, Mount Holyoke, and Smith Colleges, and the University of Massachusetts) and collectively their trustees, employees, volunteers, alumni, students, participating organizations, program participants, agents, and assigns.

I, the undersigned, freely choose and volunteer to participate in the **Five College Center for East Asian Studies 2010 Japan Study Tour Program** (henceforth referred to as the Program).

I understand that FCCEAS is not an agent of, and has no responsibility for, any third party, including without limitation any sponsor, which may provide any services including food, lodging, travel, or any services associated with the Program. I agree to inform myself about the potential dangers of the areas I am traveling to and precautions that should be taken, and to review any information that may be provided to me by the Program organizers or by FCCEAS.

I agree that participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what I will need for the Program and to provide what I will need. I agree to make sure that I know how to safely participate in any activities, and I agree to observe any rules and practices that may be employed to minimize the risk of harm. I will not wear or use or do any thing that would pose a hazard to myself or to others, including using or ingesting any substance which could pose a hazard to myself or to others. I understand that FCCEAS will not act as my legal representative if I am detained or arrested. I agree that if I do not act in accordance with any part of this agreement I may not be permitted to continue to participate in the Program.

Despite precautions, accidents and injuries can occur. I understand that travel and other activities the Program may undertake may be potentially dangerous, and that I may be injured and/or lose or damage personal property, or incur unexpected costs or expenses as a result of participation in the Program. Therefore **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- Death, injury, or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature whether severe or not that may occur as a result of participating in an activity or contact with physical surroundings or other persons; arising from travel by air, car, bus, train, or any other means;
- Death, injury, or illness including food poisoning or other illness arising from the provision of food or beverage by restaurants or other service providers;
- Loss or injury as a result of a crime or criminal act, terrorism, war, civil unrest, riot, detention, arrest, or other act of any government or authority;
- Theft or loss of my personal property during the Program;
- Loss or injury as a result of natural disaster or other disturbances;
- Alteration including delay, extension, or cancellation of the Program due to natural disaster, civil unrest, war, terrorist attack, medical quarantine, or any other disturbances or causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Program and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand that participating in this Program is an acceptance of risk of injury or death.

MEDICAL TREATMENT AUTHORIZATION

I authorize FCCEAS to act on my behalf in any medical emergency.

Release from Liability, Indemnification Agreement, and Covenant Not to Sue

In consideration of FCCEAS's partial financial support of my participation in the Program, I, the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators, and assigns, **HEREBY DO FOREVER RELEASE FCCEAS** from any cause of action, claims, or demands, of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators, and assigns may now have, or have in the future against FCCEAS on account of personal injury, bodily injury, property damage, financial loss, death, or accident of any kind, arising out of or in any way related to my participation in the Program and/or the use of facilities, equipment, or services in association with the Program howsoever the injury is caused, whether by the negligence of FCCEAS or otherwise.

In consideration of FCCEAS's partial financial support of my participation in the Program I **COVENANT NOT TO SUE** and agree to **INDEMNIFY AND HOLD HARMLESS FCCEAS** from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way relating to my participation in the Program and my use of facilities, equipment, or services in connection with the Program. I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Program and my use of services in association with the Program, and that by this agreement I am relieving FCCEAS of any and all liability for such loss, damage, or death.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Program and the use of facilities, equipment, or services in association with the Program, and that I am voluntarily assuming all risks, whether known or unknown.

My signature below indicates that I have read, understood, and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of FCCEAS supporting my participation in the Program and my use of services associated with the Program.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue, in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at _____, _____ this day of _____.
(TOWN) (STATE) (DATE)

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Signature _____
Date _____ (day/month/year)
Name Printed _____
Address _____
Tel. No. _____
Witness _____
Witness Name Printed _____
Address _____

Signatures need not be notarized but must be witnessed

