Acknowledgement of Risk, Release, Indemnification and Hold Harmless Agreement

Student: ____________________________

Study Abroad Program/Host Institution: ____________________________

Country, Term* and Year*: ____________________________

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 participating in a Study Abroad Program. References to Study Abroad Program or Program include all Program activities and any other related or substitute travel including personal travel for the purpose of education, personal business, social service or any other activity.

Smith College is a non-profit educational institution. References to Smith or Smith College include the Trustees of the Smith College, its individual trustees, employees, volunteers, students, participating and/or host organizations, agents and assigns and anyone participating in the Program activities.

By signing below I acknowledge and affirm that I have informed myself of the risks of international travel and study abroad and that I am aware of and accept all risks accompanying international travel and study abroad.

In consideration of (i) the approval by Smith College of the Student's participation in the Study Abroad Program named above, (ii) the obligations undertaken by Smith College in the Smith College Study Abroad Participation Agreement for this Study Abroad Program, and (iii) other valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned do hereby:

1. Acknowledge and affirm that the Student freely chooses to travel on the Program indicated above;

2. Acknowledge that the responsibility of Smith College is limited to providing Smith credit for approved academic work successfully completed by the Student while on the Study Abroad Program and to paying the Program fees as set forth in the Study Abroad Participation Agreement executed by the undersigned; acknowledge that Smith College is not an agent of, and has no responsibility for, any third party, including without limitation, any sponsor or host that may provide any services, equipment, training or activities associated with the Program; and that Smith College makes no representation or warranty as to the safety of the Program.

3. Release and discharge Smith College, irrevocably and unconditionally, of and from all claims, liabilities, losses, debts, costs, expenses, demands and damages, including but not limited to a claim of negligence, whether known or unknown, which may arise out of or are in any way related to the Student's participation in the Program, including but not limited to use of facilities, equipment or services related to the program identified above;

4. Agree to indemnify and hold harmless Smith College of and from any and all claims, liabilities, demands, damages, debts, costs, expenses, lawsuits, or judgments of any nature, including reasonable attorneys' fees, based upon or arising out of any personal illness or injury or property damage or loss caused by, resulting from or arising out of the Student's enrollment or participation in the Program above or her own acts or omissions during Student's participation in the Program;

5. Understand and agree that this Acknowledgement of Risk, Release, Indemnification and Hold Harmless Agreement shall be construed and enforced in accordance with Massachusetts law, and the undersigned consent to the jurisdiction of Massachusetts state and federal courts;

6. Affirm that this Acknowledgement of Risk, Release, Indemnification and Hold Harmless Agreement is binding upon the undersigned, and the heirs, successors, assigns and personal representatives of each;

7. Authorize Smith College to act on Student's behalf in any medical emergency if and as may be applicable;

8. Acknowledge that before signing this Acknowledgement of Risk, Release, Indemnification and Hold Harmless Agreement, each of the undersigned has read it; understands its terms and that it affects important legal rights; signs it voluntarily as his/her free act and deed; and intends to be legally bound by it.

Student's signature ____________________________

Date ____________________________

Witness of signature ____________________________

Parent/legal guardian signature* ____________________________

Date ____________________________

Witness of signature ____________________________

Parent/legal guardian signature ____________________________

Date ____________________________

Witness of signature ____________________________

Signature of parent(s)/guardian(s) required (even if student is over 18) unless student has sole financial responsibility for her Smith College tuition and fees and meets federal requirements for financial independence. If this is the case, please attach explanatory note. Both parents must sign unless one parent is sole legal guardian.

SMITH COLLEGE
Office for International Study

P/International Study/Publications and Forms/Release, Updated March 2011