

Assumption of Risk and Release Form

Name of Applicant: _____

Date of Birth: _____

Study Abroad Program: 2010 Summer Law Study at Peking University

Study Abroad provides unique opportunities for academic achievement and personal growth. Study Abroad also entails special risks. Please discuss both aspects of your prospective study abroad experience with a study abroad advisor. This release form specifies certain areas of risk that you should know about before you decide to participate in a study abroad program.

I hereby agree as follows:

1. **RISKS OF STUDY ABROAD:** I understand that participation in the University of Missouri-Kansas City Study Abroad Program specified above ("the Program") may involve risks not found in study at the University of Missouri. These risks include, but are not limited to those risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical and weather conditions; and other matters described on a separate Program Risk form which I have received, reviewed, and initialed, and which is incorporated by reference in this Release Form. I have made my own investigation and am willing to accept these risks.
2. **INSTITUTIONAL ARRANGEMENTS:** I understand that the University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program.
3. **LIMITS OF UNIVERSITY RESPONSIBILITY:** I understand that the University cannot:
 - a) Guarantee the safety of participants or eliminate risk from the study abroad environment.
 - b) Monitor or control all the daily personal decisions, choices, and activities of individual participants.
 - c) Prevent participants from engaging in illegal, dangerous or unwise activities.
 - d) Assure that US standards of due process apply or provide or pay for legal representation for participants.
 - e) Assume responsibility for the actions of persons not employed or otherwise engaged by the University, for events that are beyond the control of the University and its subcontractors, or for situations which arise from the failure of a participant to disclose pertinent information.
 - f) Assure that home-country cultural values will apply on the program when these differ from those of the host country.

g) Be responsible for any injury or loss suffered when traveling independently or otherwise separated or absent from any University-supervised activities.

4. HEALTH AND SAFETY:

- a) I have consulted with a medical doctor or Christian Science practitioner and program coordinator with regard to my personal medical needs. There are no health-related reasons or problems that preclude my participation in this Program.
- b) I understand that the University does not provide any Accident or Medical Insurance during my participation in the above study abroad program. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that the University is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during the Program, the University is not responsible for the cost or quality of such treatment or care.
- c) I agree to promptly express any health or safety concerns to the program staff or other appropriate individuals.
- d) The University may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release the University from any liability for any actions.

5. STANDARDS OF CONDUCT:

- a) I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior which violates those laws or standards could harm the University's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the Program.
- b) I also will comply with the University's rules, standards and instructions for student behavior.
- c) I agree that the University has the right to enforce the standards of conducts described above, in its sole judgment, and that it will impose sanctions, up to and including termination from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of the University, the Program, or other participants. I recognize that due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at the University do not apply. If I am terminated from the Program, I consent to being sent home at my own expense with no refund of fees or program costs.
- d) I will attend to any legal problems I encounter with any foreign nationals or government of the host country. The University is not responsible for providing any assistance under such circumstances.

- 6. **PROGRAM CHANGES:** The University has the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of the Program. I understand that the University’s fees and program charges are based on current airfares, lodging rates and travel costs, which are subject to change. If I leave or am terminated from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.

- 7. **ASSUMPTION OF RISK AND RELEASE OF CLAIMS:** Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. I hereby agree to release, hold harmless and indemnify The Curators of the University of Missouri, a public corporation, its officers, employees, and agents, and the individual members of the Board of Curators, from and against any present or future claim, loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including period in transit to or from any country where the Program is being conducted).

- 8. **INDEMNIFICATION OF HOST INSTITUTION(S):** In consideration of being permitted to participate in this program at the host institution(s):

Peking University

I agree to hold harmless and indemnify the institution(s), its officers, employees and agents from and against any claim or cause of action for damage to or loss of property, personal injury, illness or death which I cause.

I have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall define my responsibilities relating to the Program for which I have qualified at the University of Missouri- Kansas City, and shall be governed by the laws of Missouri, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

x _____
Signature of Applicant

Date

