

BRYN ATHYN COLLEGE

Internship in a Foreign Country: Waiver and Release

Fill out this form completely. If you have any questions, call 267.502.2412 or Laura.Nash@brynathyn.edu.

This Waiver And Release Of Liability Agreement (“Waiver and Release”), executed by and between Participant (“Participant”), with consent and joinder of Participant’s Parent(s) or Guardian(s), and Bryn Athyn College of the New Church (“College”).

| | | | |
|--------------------------------------|----------------|-----------------|---------|
| Participant’s Name: _____ | | | |
| LAST | FIRST | MIDDLE | |
| Date of birth: ____/____/____ | | | |
| MONTH | DAY | YEAR | |
| Address: _____ | | | |
| STREET/P.O. BOX/APT. NO. | | | |
| _____ | | | |
| CITY | STATE/PROVINCE | ZIP/POSTAL CODE | COUNTRY |
| Name of Parent(s)/Guardian(s): _____ | | | |
| _____ | | | |
| Relationship if not parent: _____ | | | |
| Address: _____ | | | |
| STREET/P.O. BOX/APT. NO. | | | |
| _____ | | | |
| CITY | STATE/PROVINCE | ZIP/POSTAL CODE | COUNTRY |

WITNESSETH:

WHEREAS, Participant is a student qualified for and accepted for enrollment in an internship situated in the foreign country (“Foreign Country”) of:

_____, from ____/____/____ through ____/____/____,
MONTH DAY YEAR MONTH DAY YEAR

Conditioned on Participant’s execution of this Waiver and Release; and

WHEREAS, Participant or Participant’s parent(s) or guardian(s) is willing to execute this Waiver and Release.

NOW THEREFORE, in consideration of the promises contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

I. ACKNOWLEDGEMENT OF RISKS AND DANGERS; WAIVER OF COLLEGE RESPONSIBILITY

Participant understands that there are certain dangers, hazards, and risks inherent in international travel and the activities included in the internship program in the Foreign Country (the “Internship Program”), including but not limited to:

(if necessary, described in more detail in the attached), and serious or even mortal illness or injuries, and theft or loss of or damage to property, and that College cannot and does not assume responsibility for any such illness or personal injuries or property theft, loss or damage.

II. PARTICIPANT MEDICAL CONDITION AND COVERAGE

- Participant has consulted with a medical doctor as to participant’s personal medical needs, and Participant represents to College that no health-related reasons or problems preclude or restrict Participant’s participation in the Internship Program.
- Participant is aware of all applicable personal medical needs, and has arranged for adequate hospitalization insurance to meet any and all needs for payment of hospital costs while undertaking this Internship Program. Participant agrees that College is not responsible to attend to any of Participant’s Medical or medication needs, that Participant assumes all risks and responsibility therefore, and that if Participant is required to be hospitalized while in any foreign country or in the United States during this Internship Program, College does not assume any legal responsibility for payment of such costs.

III. DISCLAIMER OF COLLEGE RESPONSIBILITY

- (a) College does not supervise the day-to-day operations or activities of any internship site within the Internship Program.
- (b) College in no way represents, or acts as agents for any institution, transportation carriers, hotels, and other suppliers of services connected with this Internship Program.
- (c) Participant further understands and agrees that College, its governing board, employees, and agents are not responsible or liable for any of the following:
 - i. Any injury, damage, loss, accident, or delay which may be caused by the negligence or default of any institutions or entity or person engaged in providing or performing any of the services involved in this Internship program;
 - ii. Any injury, damage, loss, accident, or delay which may be caused by any defect in any vehicle or other equipment operated in connection with the Internship Program;
 - iii. Any losses or expenses due to sickness, weather conditions, strikes, hostilities, wars, natural disasters, or other such causes;
 - iv. Any disruptions of travel arrangements, or any consequent additional expenses that may be incurred there from.

IV. COLLEGE’S RIGHTS AND POWERS

College reserves the following rights and powers:

- (a) To cancel without penalty the offering and conduct of the Internship Program;
- (b) To withdraw any part of any field activity and to make any alterations, deletions or modifications in the itinerary and/or academic Program as deemed necessary by college or by the course instructors as agents of college.

V. POTENTIAL TRAVEL AND ACCOMMODATION PROBLEMS

- (a) Participant acknowledges and agrees to 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. Participant acknowledges and understands that College assumes no liability whatsoever for any loss, damage, destruction, theft or the like to Participant’s luggage or personal belongings, and that Participant has retained adequate insurance or has sufficient funds to replace such belongings and will hold college harmless therefrom.
- (b) Participant acknowledges and understands that in the event Participant becomes detached from any field activity, group, fails to meet departure bus, airplane, or train, or becomes sick or injured, Participant will bear all responsibility to seek out, contact, and reach the field activity group at its next available destination; and that Participant shall bear all cost attendant to contact and reaching the field activity group at its next available destination.
- (c) All services and accommodations are subject to the laws of the country in which they are provided.

VI. LEGAL PROBLEMS

Participant acknowledges and understands that should Participant have or develop legal problems with any foreign nationals or government of the Foreign Country, Participant will attend to the matter personally with Participant’s own personal funds. College is not responsible for providing any assistance under such circumstances.

VII. CONDUCT BY PARTICIPANT

Participant is aware that, as a guest in a foreign country, certain behavior may be unacceptable and could lead to possible disruption of Participant’s participation in the Internship Program. Participant assures College that Participant shall act in an appropriate manner at all times. Such behavior in the company of other Internship Program members and behavior when Participant may be physically separated from Internship Program members.

VIII. ASSUMPTION OF RISKS

- (a) Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Internship Program, Participant, on behalf of Participant’s family, heirs, and personal representative(s), voluntarily agrees to assume all risks and responsibilities surrounding participation in the Internship Program, the transportation to and from and during the Internship Program, and any independent research or activities undertaken as an adjunct thereto, and in advance Participant releases, and forever discharges, defends, indemnifies, holds harmless, and covenants not to sue College, its governing board, officers, agents, attorneys, insurers, employees, and any student acting as employees (“Releases”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which Participant may have or which may hereafter accrue to the Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by negligence or carelessness of the releasees, or other, while in, on, upon, or in transit to or from the Foreign Country where the Internship Program or any adjunct to the Internship Program occurs or is being conducted.
- (b) Participant understands and agrees that releasees do not have medical personnel available at the location of the Internship Program, during transportation, or anywhere in the Foreign Country. Participant understands and agrees that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Waiver and Release. Participant understands and agrees that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

(c) It is the Participant’s express intent that this waiver and Release shall bind the members of the Participant’s family and spouse, if Participant is alive, and Participant’s family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named Releasees. Participant agrees to save and hold harmless, indemnify, and defend Releasees from any claim by the Participant or Participant’s family, arising out of Participant’s participation in the Internship Program.

(d) In signing this Waiver and Release, Participant acknowledges and represents that the Participant has become fully informed of the content of this waiver and Release by reading said document before signing it, and by signing this document as the Participant’s own free act and deed. Participant confirms that no oral representation, statements, or inducements, apart from the foregoing written statement, have been made. Participant acknowledges that this waiver and Release includes a release of liability that could legally prevent him (or his heirs, executors, administrators or assigns) from making any claim from damage.

(e) Participant executes this Waiver and Release freely and voluntarily and for full, adequate, and complete consideration fully intending to be bound by the same.

(f) Participant states that he or she is at least eighteen (18) years of age and fully competent to sign this Waiver and Release.

III. GOVERNING LAW; FORUM; SEVERABILITY

This Waiver and Release shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The court of commons Pleas of Montgomery County, Pennsylvania shall be exclusive forum for any lawsuits filed under or incident to this waiver and Release or the Internship Program. The terms and provisions of this Waiver and Release shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any governing this Waiver and Release, the validity of the remaining portions shall not be affected thereby.

This is a release of legal rights. Read and understand before signing.

Student/Participant

Signature: _____

Name (*printed*): _____ Date: _____

Witness Signature: _____

Name (*printed*): _____ Date: _____

Consent and Joinder of Parent(s)/Guardian(s)

Signature: _____

Name (*printed*): _____ Date: _____

Witness Signature: _____

Name (*printed*): _____ Date: _____

Signature: _____

Name (*printed*): _____ Date: _____

Witness Signature: _____

Name (*printed*): _____ Date: _____

Bryn Athyn College of the New Church

Signature: _____

Name (*printed*): _____ Date: _____

Title: _____

Witness Signature: _____

Name (*printed*): _____ Date: _____