

Bard College
Statement Of Responsibility And Assumption Of Risk
Regarding Bard College
International Programs and Exchanges

The undersigned is a student seeking enrollment in the International Human Rights Exchange (IHRE) (hereinafter referred to as "program"). In consideration for acceptance into the program, the undersigned agrees to the obligations and considerations set forth herein. Student acknowledges that participation in the program is wholly voluntary. Reference in these conditions to Bard College (hereinafter referred to as "Bard") shall include all its officers, trustees, employees, agents and related parties, individually and collectively. Reference in the conditions to "participants" shall include all students who have been accepted into the program. All reference herein to "the parents" of the participants shall include the legal guardians or other adults responsible for the applicant.

Academic

Academic Responsibility: For the satisfactory completion of the course for credit, participants are expected to attend all lectures and seminars and to complete all assignments and examinations in a timely way.

Administrative

Participation: Bard reserves the right to accept or reject any proposed participant.

Photos: Participants consent to the use, reproduction, and publication in any media, now known or later developed, of their photographs, comments, and photographic likeness by Bard for publicity and educational purposes insofar as Bard may in its discretion think fit.

Orientation: The Participant understands that continued eligibility for participation in the program is conditioned upon attendance of such orientation sessions as may be required by Bard, as well as attendance of classes and other scheduled activities.

Independent Travel: Opportunities for independent travel may occur during participating in the Academic Program and Bard does not wish to discourage participants from taking advantage of them. However, the Participant agrees to inform an official representative of Bard and the Sponsoring Agency of his/her travel plans and the Undersigned understand that Bard undertakes no responsibility for the Participant when she or he is traveling independently during the course of the Academic Program.

Separation from Group: The Undersigned acknowledge and understand that in the event the participant becomes detached from the program group, fails to meet a departure bus, airplane, or train, or becomes sick or injured, the participant will bear all responsibility and costs to seek out, contact, and reach the group at its next available destination.

Cancellation Policy: In the event of cancellation of an entire session of this program before commencement of the program, all monies paid to Bard prior to that time will be refunded. Should an unavoidable event such as epidemic, civil unrest, or the threat of terrorist activity result in a partial cancellation, Bard will provide a pro rata refund of all fees, together with an appropriate evaluation of academic credit, of monies not already paid to others. In all such cases, Bard will attempt to allow students to complete coursework and obtain full academic credit for the program. These actions will terminate any further liability upon the part of Bard.

Document Responsibility: No responsibility is accepted by Bard for failure by participants to carry the relevant passports, visas, tickets, or other documents required for the purpose of travel or for their loss or replacement.

Termination Policy: If any participant should have his or her participation terminated, then Bard shall have the right to require the participant to quit the program without refund or fees.

Travel Arrangements: Bard will endeavor to adhere to all arrangements made but nevertheless reserves the right to change or alter any arrangement of location or content of the program or travel arrangements should Bard deem such alteration necessary. The Undersigned acknowledge and agree to accept all responsibility for loss or additional expense due to delays, disruption or other changes in the means of transportation, travel arrangements or other services, whether because of sickness, political unrest, weather, strikes, or other unforeseen causes. The Undersigned acknowledge and understand that Bard 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.

Laws Governing Services: All services and accommodations are subject to the laws of the country in which they are provided.

Health and Safety

Health and Safety: Bard reserves the right to take whatever action it may consider warranted by circumstances relating to the health and safety of the participants, and the undersigned hereby releases Bard from any liability for such actions or decisions or actions.

Hazards: The undersigned acknowledges that study abroad involves certain hazards including but not limited to risk of injury, unsanitary conditions, civil unrest, robbery, assault, death, various diseases, transportation risks, terrorism.

Medical Services: The participant hereby authorizes Bard and its agents and employees, at their discretion without obtaining any further consent, to arrange such medical services and treatment as may be deemed necessary for the participants at the sole risk and expense of the participants or their parents. If deemed necessary or desirable by Bard, any participant may be returned to the United States by commercial airline or other means for medical treatment at the risk and expense of the participant or parents. Participants must have some type of insurance (such as the International Student ID Card or the International Teacher ID Card) which provides medical evacuation and repatriation insurance. Bard has no responsibility for any injury or damage that may arise out of or in connection with such authorized medical treatment.

Insurance: The Undersigned are aware of all applicable personal medical needs, and have arranged for adequate medical and hospitalization insurance to meet any and all needs for payment of medical and hospitalization costs while undertaking this Academic Program. The Undersigned agree that Bard cannot be and is not responsible for attending to any of Participant's medical, medication or hospitalization needs and that the Undersigned assume all costs, risk and responsibility therefore.

Participant Welfare: Bard can not guarantee the safety or welfare of participants. Bard will make reasonable efforts to inform participants of safety and welfare conditions related to the trip. Bard has no responsibility regarding any independent travel, non-sponsored activities, or absences from Bard sponsored activities, which is strictly at the individuals own risk.

Medical Personnel: The Undersigned understand and agree that Bard does not have medical personnel available at the location of the program, during transportation, at the host institution, or anywhere in the foreign country. The Undersigned hereby grant Bard, its agents, employees and students acting as employees permission to authorize emergency medical treatment, if necessary. Such action by said persons shall be subject to the terms of this Agreement. Bard, its governing board, members thereof, officers, agents, employees and students acting as employees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. The Undersigned agree to be fully responsible for all costs and expenses incurred in connection with such treatment, subject to reimbursement or coverage by insurance.

Operating a Motor Vehicle: Bard strongly discourages Participant from operating vehicles while participating in the Academic Program. Traffic congestion and different laws and regulations, civil and criminal, can make driving motor vehicles in foreign countries extremely hazardous. Insurance requirements, or other financial responsibility laws, vary from country to country. If, however, the Participant is determined to operate a motor vehicle while abroad, the Undersigned recognize that Bard assumes no financial responsibility for insurance, legal aid, assistance in connection with any tax difficulties, or for the care of the Participant should s/he be involved in a motor vehicle accident.

Behavior

Behavioral Responsibilities: All participants will at all times comply with rules, standards, and instructions for student behavior set forth in the *IHRE Student Handbook*. Bard reserves the right to enforce the standards of conduct and specifically reserves the right to terminate participation in the program by anyone who fails to maintain these standards or for any action or conduct which Bard considers to be incompatible with the interests, harmony, comfort, and welfare of other participants. Due to the nature and location of study abroad programs, all violations of social, behavioral and academic policies, as outlined in the *IHRE Student Handbook* are adjudicated by the Program Director. Students may appeal decisions to the Dean of International Studies of Bard College. Students whose conduct warrants termination from the program will have the right to appeal to the President of Bard College or to an administrator appointed by the President.

Property Damage: Should a participant damage property belonging to Bard or any other college, hotel, hostel, or belonging to any individual associated with any of the foregoing, the participant agrees to indemnify the injured party, regardless of whether the loss or damage arises out of the joint or concurrent negligence of any other party, and agrees to accept such penalty as Bard may reasonably impose. The participant also agrees to discharge all other indebtedness or obligations to Bard before the conclusion of the program and understands that failure to do so may result in the withholding of credit and the payment of administrative fees for the subsequent discharge of these obligations.

Substance Abuse Policy: The use, distribution, transportation, possession or sale of a controlled drug or substance, or unauthorized prescription while a participant on this program represents a serious breach of conduct and will result in expulsion from the program and notification of the appropriate officials of the parent institution and/or others who may be concerned. Also, to be present, though not a participant, during a violation of this policy may in itself be deemed a violation and subject to penalty.

Legal

Release of Liability: The undersigned discharge(s) Bard College, its agents, employees, and officers, any tour organizer or arranger, any host college or hostel, and all employees and agents of the foregoing, from

liability for any and all claims for sickness, personal injury, death, property damage, or other loss, of whatever nature and howsoever caused, that may arise out of or be in any way related to the program or the undersigned's participation therein including, but not limited to, claims resulting from delay; the criminal acts of others; the use of any vehicle; strike; war; threat or act of terrorism; weather; sickness; quarantine; any governmental restriction or regulation; or any act or omission by steamship line, airline, railroad, coach line, taxi service, hotel, restaurant, college; or any other person, except for the negligent acts of Bard and intentional acts. Participants are urged to have personal insurance for all such contingencies.

Indemnity: The participant agrees to assume the liability and all claims or damages for any sickness, personal injury, death, property damage or any other loss that may arise, either wholly or in part, out of any negligent, intentional or other act or omission by the participant in connection with the program, including those claims or damages that may arise out of the sole, joint or concurrent negligence of Bard.

Laws of other countries: The Undersigned recognize that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. In particular, political activities or use of illegal drugs may subject the Participant to significant civil or criminal penalties. The Participant agrees that s/he will become informed of and will abide by all such laws and standards for each country to or through which the Participant travels during the Academic Program. Neither Bard nor the US Embassy can obtain release from jail for a US citizen, but can only aid in obtaining legal assistance.

Legal representation: The Undersigned acknowledge and understand that should Participant have or develop legal problems with any foreign nationals or government of the host country, Participant will attend to the matter personally with Participant's own personal funds. Bard is not responsible for providing any assistance under such circumstances.

Each signatory to this document acknowledges that he/she is above the age of 18, that he/she has read the above statement and agrees to the conditions set forth above. S/he also acknowledges that the *Statement of Responsibility and Assumption of Risk* binds family members, spouses, estates, family, heirs, administrators, personal representatives, and others to the above stated conditions.

The undersigned further agrees this Statement of Responsibility and Assumption of Risk is to be construed under the laws of the State of New York, U.S.A., without regard to its conflict of laws provisions, and that jurisdiction and venue in Dutchess County, New York. If any portion hereof is held invalid, illegal, or unenforceable, the remaining portions shall be in full force and effect.

I HAVE READ THIS DOCUMENT BEFORE SIGNING IT AND I SIGN THIS DOCUMENT OF MY OWN FREE ACT AND DEED, INTENDING TO BE BOUND BY THE PROMISES I HAVE MADE HEREIN.

Print Name

Date

Signature

Program/Course

For Students under the age of Eighteen:

I HAVE READ THIS DOCUMENT BEFORE SIGNING IT AND I SIGN THIS DOCUMENT OF MY OWN FREE ACT AND DEED, INTENDING TO BE BOUND BY THE PROMISES I HAVE MADE HEREIN.

Print Name

Date

Signature

Program/Course

(Co-signature of parent or guardian IF student is under 18 years of age)

Printed name of parent or guardian)

ADDITIONAL INFORMATION

Student Name: _____

Emergency Contact Name and Number: _____

PLEASE RETURN TO INSTITUTE FOR INTERNATIONAL LIBERAL EDUCATION, BARD COLLEGE, ANNANDALE-ON-HUDSON NY, 12504