

**Acknowledgement and Assumption of Risks and Release Agreement and
Conditions of Participation in the Middlebury College Guadalajara Summer Program**

This is a release of legal rights; review carefully and understand before signing. Please keep a copy for your records.

Name of Student: _____

In consideration and as a condition of Middlebury College's approving my participation in the Middlebury School Abroad ("the Program"), I hereby agree to the following:

1. Understanding of Middlebury College's Role and the Terms of Middlebury's Acceptance of your Application:

I have read and understand the terms and conditions outlined in my letter of admission and the Handbook.

I understand that if I do not abide by the terms and conditions outlined in my letter of admission and the Handbook, this may jeopardize my standing as a participant in the Program.

I understand and acknowledge that while Middlebury College administers certain aspects of the Program, the College does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, place of lodging, tour organizer or other provider of goods or services in connection with the Program. I also understand and acknowledge that no provider of goods or services in connection with the Program is an agent of the College.

I further understand and acknowledge that I am responsible for my own welfare, and that the College will at no time act in fact or in law as a guardian for me, except where such authority has been specifically granted.

2. Risks of Travel and Study Abroad:

I understand and acknowledge that participation in the Program involves risks not found in study at U.S. campuses. I understand and acknowledge that these may include, but are not limited to, risks involved in and from: traveling to and within, and returning from, one or more foreign countries; different political, legal, social, law enforcement, and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; different standards as to the availability and provision of medical care; and different weather conditions.

I also understand and acknowledge that while participating in the Program and living abroad I may experience risks and/or differences relating to educational systems, academic expectations, recognition of civil rights, lack of accessibility and accommodations for persons with disabilities, alcohol and drug use, relationships and gender issues.

I have made my own inquiry and investigation into such risks and/or differences and am willing to accept them as a condition of my participation in the Program. I acknowledge that my participation in the Program is wholly voluntary.

3. Student Dismissals From the Program:

I understand that Middlebury College reserves the right, at its discretion, to dismiss a student or issue a formal warning to a student for conduct considered disruptive, dangerous, or otherwise inappropriate by our overseas staff; that such a warning will be communicated simultaneously to the student, the On-Site Director, and the administration in Middlebury; that in all cases, dismissal decisions are at the discretion of program staff, and do not require prior formal or other warnings; that before making the decision to dismiss a student, the On-Site Director will consult with the administration in Middlebury, and the College reserves the right to dismiss from a Middlebury School Abroad any student whose behavior:

- Is physically aggressive or destructive of property, or violates the dignity or rights of others;
- Presents a clear danger to himself or herself, or to other members of the community;
- Indicates the s/he is remiss in tending to his/her physical or psychological needs and refuses to seek medical or psychological treatment;
- Violates the laws of the host country, including those that relate to the use, possession, or distribution of drugs or alcohol;
- Disrupts the educational function of the program, or is otherwise detrimental to its operation, either internally or vis-à-vis the host country and affiliated institutions;
- Demonstrates an inability to participate constructively in the program;
- Violates programs rules regarding housing.

I also understand that if I am dismissed early from the program, I will receive F grades for program coursework and will be solely responsible for determining my subsequent academic status with representatives of my U.S. home institution; that no program refunds, in whole or in part, will be returned to me in these circumstances; that any non-recoverable room/board costs will also be forfeited; that, to the extent necessary, by agreeing to the terms and conditions outlined in this document, I hereby authorize release of information and documents connected with a dismissal decision to the home institution for the purpose of informing it of such information; and that a copy of any such information released to my home institution will be provided to me upon request.

4. Medical Circumstances:

If I have any physical or mental health circumstances that may affect my study abroad experience, I understand and agree that it is in my best interest to discuss the situation with my physician and with the Program. In addition, if appropriate, I should discuss the situation with the Middlebury ADA Office.

5. Release Agreement:

I have read the above Conditions, understand what I have read, and agree to abide by the operating procedures of the program as set forth here and as elaborated further by the staff of the School Abroad.

Having examined and understood the above, I (for myself and my heirs, executors, administrators, and assigns) hereby release, discharge, and waive any and all rights or claims for injuries or losses of any description arising in connection with any aspect of the Program, including but not limited to claims for damage to or loss of property, consequential damages, violation of civil rights, personal illness or injury, or death, that I may have or which may hereafter accrue to me against Middlebury College, its employees or agents, and/or any sponsoring institutions.

I agree that if any portion of this Acknowledgment and Assumption of Risks and Release Agreement is deemed unenforceable, all other provisions will remain in full force and effect.

I understand and agree that no oral representations or statements by the College or its representatives will effectively alter the acknowledgments, agreements and representations stated above.

I HAVE CAREFULLY REVIEWED AND UNDERSTOOD THESE CONDITIONS OF PARTICIPATION AGREEMENT AND I HEREBY AFFIRM MY AGREEMENT TO ITS TERMS AS A CONDITION OF MY PARTICIPATION IN THE PROGRAM. I AFFIRM THAT I AM 18 YEARS OF AGE OR OLDER.

Student Signature: _____ **Date:** _____