



# Study Abroad Participation Agreement

## Office of International Programs

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I, \_\_\_\_\_, (hereinafter referred to as the Participant), a student at Eastern New Mexico University (ENMU) hereby acknowledge that I have voluntarily elected to participate in a Study Abroad program (hereinafter referred to as the Program), through/at \_\_\_\_\_.

**In consideration for being permitted to participate in the Program, I hereby acknowledge and agree to the following:**

### Elective Participation

The Participant acknowledges participation in the Program is elective and that the Program is neither controlled, managed, nor directed by ENMU.

### Rules and Requirements

The Participant agrees to abide by all rules and requirements of the Program.

### Informed Consent

The Participant has been informed of and understands the various aspects of the Program including, but not limited to, arrangements for payment, travel, itinerary, logistics, cancellation, and academic content/credit. The Participant understands they may sustain serious personal injuries, illness, property damage, or even death as a consequence of the actions, inactions or negligence of others, travel, weather conditions, and other risks not known or not reasonably foreseeable at this time. The Participant understands and agrees that any injury, illness, property damage, disability, or death that may be sustained by any means is the Participant's responsibility.

### Release and Waiver of Liability

The Participant and their personal representatives, heirs, executors, administrators, agents, and assigns, hereby release, waive, discharge, and covenant not to sue ENMU, its directors, officers, employees and agents (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that the Participant may suffer as a result of participation in the Program, regardless of whether the injury, damage, or death is caused by the negligence of the Releasees or otherwise.

### Assumption of Risk

The Participant understands that there are potential dangers incidental by participation in the Program, some of which may be dangerous and which may expose the Participant to the risk of personal injuries, property damage, or even death. Those potential risks include, but are not limited to: travel to and from the Program; local travel at the Program site; consumption of food; weather conditions; language barriers; differing social cultures and national laws; contagious diseases; criminal activities; terrorist activities; negligent first aid operations or procedures; negligent or willful acts of other participants; and other risks that are unknown at this time. The Participant knowingly and voluntarily assumes all such risks, both known and unknown, even if arising from the negligence of releases, and assume full responsibility for participation in the Program.

### Indemnity

The Participant and their personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that the Participant may suffer as a result of participation in the Program, regardless of whether the injury, damage, or death is caused by the negligence of the Releasees or otherwise.

## Choice of Law/Severability

The Participant hereby agrees that this Agreement shall be construed in accordance with the law of the State of New Mexico and that this Agreement is intended to be as broad and inclusive as permitted by such law. The Participant further agrees that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

## Health/Safety

The Participant is aware of all applicable personal medical needs, and is unaware of any health-related reasons or problems which preclude or restrict participation in the Program. The Participant through insurance or otherwise, has made arrangements to meet any and all needs for payment of medical costs while participating in the Program. ENMU is not obligated to attend to any of the Participant's medical or medication needs during the Program, and the Participant assumes all risk and responsibility therefore. If during the Program the Participant requires medical treatment or hospital care, in a foreign country or in the United States, ENMU is not responsible for the costs or quality of such treatment or care. The Participant agrees that ENMU may, but is not obligated to, take any actions it considers necessary under the circumstances regarding the Participant's health and safety. The Participant agrees to pay all expenses relating thereto and release ENMU from any liability for any actions it may take.

## Acknowledgement and Signature

I have read this agreement and fully understand its terms. I am aware that this agreement includes a release and waiver of liability, an assumption of risk, and an agreement to indemnify the releasees. I understand and have given up substantial rights by signing this agreement, and sign it freely and voluntarily without inducement.

\_\_\_\_\_

Student printed name

\_\_\_\_\_

Student signature

\_\_\_\_\_

Date