



OVERSEAS PROGRAMS STUDENT AGREEMENT

I, _____ (print or type name of Student), acknowledge that I have voluntarily applied to an overseas study program (“Program”) offered by the Santa Monica Community College District (hereinafter “Santa Monica College” or “District”).

Disclosure of Risks and Responsibilities

In entering into this Agreement, I understand and agree to all of the following:

- Travel to any foreign country may involve changes in plans, unexpected delays, and limited access to some services.
- I am subject to the laws of the country visited.
- The college cannot be held responsible or accountable for the actions of a foreign government or its representatives.
- By their very nature, the use of transportation, housing, food and other goods and services or activities in connection with participation in this program and tour carries a risk of personal injury, property loss, or both, to participants. In spite of these risks I wish to participate in the program, and assume the liability and responsibility for any and all potential risks that may be associated with participation in the program.
- Pursuant to California Code of Regulations, Subchapter 5, Section 55220, by participating in this Program I am deemed by law to have waived any claims against the District for injury, accident, illness or death occurring during or by reason of this Program. As set forth in more detail below, I release and discharge the Santa Monica Community College District from liability for injury, damage or loss of any kind, that may arise in any way or for whatever reason out of participation in the Program.
- Payments are non-refundable except as set forth in the program materials.

- The District reserves the right to cancel the program as long as all money paid to the District by me for the program is refunded.
- I have no known medical condition that would risk my health or safety by my participating in the course and tour.
- I am expected to follow all applicable District policies and regulations that may apply to the course and trip, and adhere to the student code of conduct.
- I understand that travel to or in a foreign country and residing and studying in a foreign country may involve danger and the risk of personal harm. I am voluntarily participating in these activities with knowledge of the danger involved. I hereby agree to accept any and all risks of injury or death.
- By my participation in this program, I voluntarily assume all risks involved in such travel and presence abroad, whether expected or unexpected. I hereby acknowledge that I have been warned of such risks, and that I have been advised to take appropriate action and to govern myself accordingly. I am also aware that certain insurance companies do offer insurance against some or many of the perils noted, and that I may opt to insure myself should I so choose.

Assumption of Risk, Release of All Liability, and Hold Harmless

I have read this document in its entirety and I freely and voluntarily assume all risks of Injuries and Damages and notwithstanding such risks, I agree to participate in the program.

To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY** the Santa Monica Community College District, its Board of Trustees, officers, agents, representatives, employees, volunteers, staff members, campus directors, chaperones, group leaders, and any host institution or facility abroad and its employees and agents, and any tour organizer or arranger employed or utilized in connection with the Program and its employees and agents (“Releasees”) from any and all liability, claims, causes of action, and demands related to, arising out of or in connection with my participation in this Program, including injuries, accident, illness or death, even if caused by negligence of the Releasees in any way connected with this Program.

I agree to **HOLD HARMLESS** and **INDEMNIFY** the “Releasees” from any and all liability, claims, causes of action, demands, costs, expenses, and damages, including attorney’s fees, related to, arising out of or in connection with my participation in this Program, including injuries, accident, illness or death, and to reimburse them for any such expenses incurred

This Agreement covers any loss, damage or injury from any and all causes, including but not limited to:

- Any criminal, illegal or unauthorized acts of third parties, including but not limited to any terrorist act, hijacking or sabotage.
- Any social or labor unrest
- Any political conditions
- Any mechanical or constructional difficulties or conditions
- Any diseases, local laws or climatic conditions
- Any conditions, development, actions or omissions outside of the control of the Releasees
- Transportation by any means to and from or within the foreign country.
- Any other expected or unexpected conditions, developments or risks connected with travel, foreign travel, or staying in a foreign country, even if I suffer the loss of money, property, health, or life, and irrespective of who is or may be at fault, or whose negligence, including the negligence of the Releasees, may have caused my loss, injury, or death.

I release all Releasees and agree to indemnify them with regard to any financial obligations or liabilities that I may incur personally for any damage resulting from participation in this study program abroad.

Acknowledgement of Additional Responsibilities

I accept full financial responsibility for any and all direct expenses incurred in my participation in this study abroad program, including any and all program and instructional costs including fees, tuition, room and board, travel, insurance and other such costs owed either to Santa Monica College, and/or the host institution abroad, and/or any other agent providing services to me as a participant in this study abroad program. If the College is required to evacuate me because of injury, illness, or other inability to conclude the trip, I agree that I shall be responsible for the costs of doing so. If I am the beneficiary of financial aid from any source, I understand that my personal financial responsibility supersedes the expectation or actuality of any disbursement of said financial aid to me and that ultimately I am fully responsible for the payment of the terms described above in this paragraph.

I agree to comply fully with the rules of Santa Monica College and its agents, its host institutions abroad, and/or travel entities/companies. I agree that District, its agents, host institution(s), travel facilitators, and others associated with the program, have the right to terminate my participation at any time for failure to maintain standards or for any actions for conduct which Santa Monica College and/or any of its agents deem to be incompatible with the interest, harmony, comfort and welfare of other students with no refund of moneys paid. In the event of termination, I agree to be sent home at my own or parent's/parents'/guardian's expense. I understand that this is an organized program of study and that group standards must be observed. Except for those periods designated as free time, I will at all times remain under the supervision of Santa Monica College or its agents/host institutions and I will comply with the rules, standards, and instructions for student behavior. I hereby waive and release any and all claims against Releasees arising out of my failure to maintain under such supervision or to comply with rules, standards and instructions.

I understand that the District, its agents, its host institutions, travel facilitators, and others associated with the program are not responsible for any injury or loss whatsoever suffered by me during periods of independent travel (which I further understand are at my own expense and arranged by me individually, separate from the academic program of the College) or during any absence from the academic program of the College or supervised activities.

I understand that from time to time, Santa Monica College publicity material of that of its host institution(s) may include statements made by its students and/or their photography, and I consent to such use of my comments and photographic likeness.

I understand that Santa Monica College and its agents reserve the right to make changes in the initial campus, assignments, academic centers, or locations and to make alterations in programs, itineraries, schedules, and academic calendars as may be required. I understand that program changes are based on applicable tariffs, international currency fluctuations, and government regulations and are subject to change depending on conditions and situations at the time of departure.

I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

I understand and agree that the laws of the State of California will control the legal meaning effect of this Agreement. I further agree that any of these legal actions must be brought in a court of law in the County of Los Angeles, State of California.

I understand that this Agreement is binding not only on the Releasees and me, but also on our respective representatives, heirs, estates, beneficiaries, successors and assigns.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE SANTA MONICA COMMUNITY COLLEGE DISTRICT AND SIGN IT OF MY OWN FREE WILL.

Dated: _____.

Releasor: _____
(Signature of Student/Releasor)

(Print Name)

PARENT OR GUARDIAN SIGNATURE

I certify that I am the parent or guardian of the above-signed Student, and that I have read the foregoing release and examined the information in the program description. I hereby join in each part of the Release including such parts as may subject me to personal financial responsibility, and hereby relinquish any claim that I may have against Releasees (as set forth above), both in my behalf and in my capacity as legal representative (as applicable) of the Student, including without limitations on any claim arising as a result of the applicant's leaving the supervision of Santa Monica College, its agents or host institutions in the United States or abroad.

Dated: _____.

Parent: _____
(Signature of Parent)

(Print Name)