

**Statement of Responsibility and Authorization of Minor Child to Travel with
The University of Cincinnati Education Abroad Program**

INFORMED CONSENT AND RELEASE OF ALL CLAIMS

_____ **Program**

I/We plan on having my/our minor Child ("Child") _____(name) _____(DOB) accompany me/us on the University of Cincinnati's Educational Abroad Program in _____(country) from _____(starting date) through _____(ending date). In consideration of the Child being granted the opportunity to travel with the Program and have the use of services and facilities furnished by or made available by the University of Cincinnati as well as the help, assistance, and advisory services rendered by members of the faculty and employees of the University, I/we acknowledge and agree to the following:

1) **UNDERSTANDING AND ASSUMING RISKS WHEN TRAVELING**

- a) I/we understand and acknowledge that I/we am responsible for my/our Child's safety, health, and overall well-being and understand that living and traveling to and within, and returning from a country other than the United States involves certain risks, dangers, and hazards, including but not limited to (1) air travel and all other types of transportation, including independent travel decisions to and from social, cultural and programmatic events, which could result in damage to property, injury to persons, or death; (2) political, legal, social, and economic conditions that are different than those applicable in the United States and that can change in an unpredictable manner; (3) differing standards of design, safety and maintenance of utilities, including living arrangements, computing facilities, buildings, public places and conveyances; (4) varying quality and availability of sanitation, housing, and medical care; and (5) the potential for loss of property, personal injury, or death due to war, terrorism, crime, civil unrest, kidnapping, illness, public health risks diseases, accidents, and/or violence.
- b) I/we understand and acknowledge that I/we am responsible for reading the Educational Abroad Handbook, which has been drafted and made available to me/us by the University of Cincinnati, and that this information is incorporated and made part of this Agreement. Applicable current travel advisories and travelers' health information issued by the U.S. Department of State and the Center for Disease Control information materials can be found at the following Internet site addresses, www.state.gov/travel/ and www.cdc.gov/travel/index.htm, and should be consulted and reviewed before departure. Further, I/we have made my own investigation and I/we, on behalf of my/our Child, am willing to accept the risks, hazards, and dangers inherent in international travel and the activities included in the Program.
- c) I/we understand and acknowledge that the University does not represent nor act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, other provider of goods or services related to the Program.

d) I/we understand and acknowledge that the **UNIVERSITY IS NEITHER RESPONSIBLE NOR ACCEPTS LIABILITY** for any and all costs related to the Program and for any and all matters that are beyond its control, including but not limited to war, quarantine, civil unrest, criminal activity, public health risks, terrorism, weather, strikes, acts of God, bankruptcies of service and transportation providers, mechanical defects, and cessation of operations, which results in (1) sickness, disease, injuries (including death), accident; (2) losses, damages, expense, or damage to and lost property; (3) fare changes, dishonors of hotel, airline or vehicle rental reservation; (4) any delays or missed transportation connections; and (5) any other expense arising out of such matters.

2) **HEALTH AND SAFETY.** I/we understand and acknowledge that the University is not obligated to attend to any of my/our Child medical or medication needs, and I/we assume and accept all such risks and responsibility. I/We assume full responsibility for any bodily injuries or property damage sustained by my/our Child as a result of the Child's participation in the program, and understand that I/we are solely responsible for any medical treatment the Child may need and any medical costs the Child may incur. I/We understand that it is my/our responsibility to make arrangements to handle such expenses through health insurance, access to cash, or other methods. I/we agree to pay all expenses related to medical care and release and discharge the University and its representatives from any liability for any such actions, including the cost and quality of such medical treatment and care.

3) **CHANGES TO PROGRAM.** I/We understand and acknowledge that so long as any such modification contains reasonably comparable substitution, the University reserves the right to make changes to the Program (including transportation and accommodation substitutions; alterations in the proposed itinerary, such as dates and sites; and reasonable and comparable academic courses and classwork) at any time and for any reason. Further, I/we understand and acknowledge that the University reserves the right to cancel the Program or any aspect thereof prior to departure; and, in the University's sole discretion to cancel the Program or any aspect thereof after departure, requiring that all participants return to the United States if the University determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued. I/we are responsible for any and all costs relating with my/our Child, which may arise due to such changes to the Program.

4) **STANDARD OF CONDUCT.** I/We understand that each foreign country has its own laws and standards of acceptable conduct and behavior, including dress, manners, morals, politics, and drug and alcohol use. I/we recognize that behavior on the part of my/our Child, which violates those laws or standards, including but not limited to destruction of property of others, alcohol or substance abuse, the use of or threats of physical violence, and openly abusing the customs and traditions of the foreign country, could harm the University's relations with those countries and host institutions and families, as well as the health and safety of others. I/we understand that if the Child should violate the laws or regulations of any country visited as part of the Program, the University shall not be held liable for such conduct and reserves the right to terminate the Child's participation the Program. I/We understand that if the Child should confront a legal problem, the University cannot represent the Child's legal interests in dealing with a foreign legal system, nor can the University provide legal representation or assume any responsibility for the actions of a foreign government. The University is not responsible for providing any assistance, including financial, under such circumstances.

5) **ASSUMPTION OF RISK AND RELEASE OF CLAIMS.** Knowing the risks, dangers, and hazards that my Child may encounter by participating in and traveling with the Program, I/we agree, individually, and on behalf of my spouse, my/our Child, and Child's heirs, successors, assigns, personal representatives, next of kin, and estate to **ASSUME AND ACCEPT ALL THE RISKS, DANGERS, HAZARDS, AND RESPONSIBILITIES** resulting in or arising from my/our Child's participation in the Program. To the maximum extent permitted by law, I/we, individually, and on behalf of my spouse, my/our Child, and Child's heirs, successors, assigns, personal representatives, next of kin, and estate, **HEREBY RELEASE AND FOREVER DISCHARGE** the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses, harms, or injuries (including suffering and death) that my/our Child may sustain to his or her person or property or both, whether caused by the negligence or carelessness on the part of the University, its employees, agents, officers, trustees or representatives, including but not limited to any claims, demands, actions, causes of action, judgments, damages, costs, and expenses of any nature whatsoever, including attorneys fees, which arise out of, result from, occur during or are connected in any manner to my/our Child's participation in the Program (including periods in transit to and from any country where the Program is being conducted), any related or independent travel, or any activities or field trips.

6) **INDEMNIFICATION AND HOLD HARMLESS.** I/we, individually, and on behalf of my spouse, my/our Child, and Child's heirs, successors, assigns, personal representatives, next of kin, and estate **HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS** the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, losses, damages or expenses, including attorney's fees, which arise out of, occur during, or are in any way connected with my/our Child's participation in the Program, any related or independent travel, or any activities or field trips.

I/we agree that this **INFORMED CONSENT AND RELEASE OF CLAIMS AGREEMENT** is to be construed and governed under the laws of the State of Ohio, U.S.A.; and that if any portion is held invalid, the balance hereof shall continue in full legal force and effect. In signing this **AGREEMENT**, I/we am the parent/guardian of the minor Child/Children accompanying me/us on the Program, I/we acknowledge that I/we have read this entire Agreement, that I/we understand its terms, that I/we have had the time and opportunity to read and ask questions regarding the Agreement. Also, I/we have signed the Agreement knowingly and voluntarily, and that by signing it, I/we understand that I/we am giving up substantial legal rights I/we might otherwise have.

Signature of Parent/Guardian

Date Signed

Name of Program

Participant's Name (printed)

Date