

# MILLSAPS COLLEGE

## RELEASE OF LIABILITY FORM

I, \_\_\_\_\_ and \_\_\_\_\_ have  
Print full name of participant Print full name of participant's parent or legal guardian  
independently investigated the nature of the trip \_\_\_\_\_  
Name of participant

will take to Yucatan, Mexico from May 24<sup>th</sup> to June 7, 2006 in order to participate in an  
Destination Specify Program Dates  
off-campus study program in association with MILLSAPS COLLEGE.

In consideration of my participation in such a program, I hereby understand, acknowledge and agree to the following terms and conditions:

- (1) I am an adult, 18 years of age or older.
- (2) I understand and acknowledge that travel entails various risks, including the risks of injury to or loss of property, personal injury, and, in the worst case, death, whether from illness, accidents, terrorism, war or other causes. To the extent this Program involves foreign travel, I also understand that travel advisories are available from the U. S. State Department.
- (3) In the event that it becomes necessary to end the trip early or cancel any portion of the trip, I will only be entitled to refunds by the group travel agent, or any other contracted service provider in accordance with their individually established travel policy. If such cancellation makes the completion of my course work impossible, I will be entitled to a refund only as it is specified in the hosting institution's policies. In the event that such interruption makes it impossible to complete the course for credit, Millsaps College will refund the tuition paid for the course.
- (4) I understand that if any circumstance renders me unable to return home on the flight, airline, or schedule as planned prior to my departure, I will be responsible for any costs associated with securing housing, new or alternative transportation, food, etc., until arrangements can be made for me to be transported home. Should such circumstances arrive, it may not be possible for me to complete my trip via the same route or carrier as planned and I will accept and be responsible for the costs of whatever arrangements are necessary to make.
- (5) I understand and agree that I am responsible for arranging for my own health, accident and liability insurance. At a minimum, this insurance must provide for medical evacuation and repatriation. Millsaps may offer information on an appropriate policy, which I will be required to take unless I am able to show proof of the required minimal coverage (medical evacuation and repatriation) through my own policy.
- (6) I understand that trip cancellation insurance is not included under travel health insurance policies. Provider agencies may be recommended by Millsaps College, but it is the responsibility of myself and my family to fully investigate these plans and any others before making an informed decision as to which, if any, plan to choose.
- (7) If I become ill or incapacitated, I hereby authorize Millsaps to take any action deemed necessary for my safety and well being, including securing medical treatment (at my expense) and transportation home (at my expense). My international student medical coverage may or may not be applied toward these expenses.

- (8) I understand and agree that there will be times during the Program when I will not be under the direct supervision of Millsaps College personnel. I understand and hereby declare that Millsaps will have no responsibility for me during these times, or during any time I am absent from Millsaps sponsored activities, or if I choose to remain in the country after the Program officially concludes.
- (9) I understand and agree that Millsaps College and all Millsaps personnel associated with the Program cannot make to me any promises or guarantees with regard to any health or safety risks which I may incur as a result of my participation in the Program.
- (10) As a student enrolled in a Millsaps-sponsored or Millsaps-approved program, I am subject to the Honor and Behavior Code specifying the regulations and consequences regarding academic and social conduct, alcohol use, drug use and behavior. Details of this code are listed in the Major Facts handbook, pages 32-50. In the event of any violation of this code, I will be subject to the sanctions specified in the code in addition to those imposed by the program (as noted in these paragraphs).
- (11) I agree to abide by the requirements, rules and directions of the program and the program leaders, including (but not limited to) attending all classes and class-related activities. If I disobey such requirements, rules or directions, I may be sent home at my own expense, with no right to a refund of any part of the Program fee.
- (12) I understand and agree that if I become a threat to the well-being or safety of myself or the group, or if I conduct myself in a manner deemed by the program director to be disruptive or interruptive to the learning process, I will be immediately sent home at my own expense with no right to a refund of any part of the Program fee.
- (13) I agree to abide by all laws in the country I am visiting. If I disobey such laws, I may be sent home at my own expense, with no right to a refund of any part of the Program fee. In the event local authorities become involved, I understand I will be subject to the laws and penalties of the country I am visiting.
- (14) I understand and agree to be responsible for securing all necessary travel documents (e.g., passport, visa) for the Program. My failure to do so shall not constitute grounds for a refund except according to the normal cancellation guidelines established by the Program.
- (15) As a condition of my participation in the Program, I understand and agree that I am hereby waiving any and all claims arising out of or in connection with my travel to and from and/or my participation in the Program that I or my family, my heirs or my assigns may otherwise have against Millsaps College and/or its personnel.
- (16) I hereby release Millsaps and all of its representatives from, and agree not to sue them for, any claims arising from or in connection with any physical or property damage that I may suffer from any cause whatsoever other than the actual negligence of them. I also agree to release them from, and agree not to sue them for any physical or property damage that I may suffer resulting from acts of God, war, strikes, government restrictions, terrorist activities, or the acts or omissions of any other agents over which they have no direct control, including, but without limitation, airlines, buses, railways, shipping companies, hotels, guides, and sub-contracted agents or tour operators.

(17) This agreement constitutes the entire agreement between Millsaps and me with reference to liability and my release of liability referred to herein. I understand that I shall not rely upon any promises, inducements or agreements not stated herein, including, but not limited to, any oral statements made by agents or employees of the College. Any amendments or additions to this Release of Liability shall be written and signed by both an authorized representative of Millsaps and me.

(18) I also agree that this Release of Liability shall be governed by Mississippi law and that any litigation related to the Program shall be brought in the state of Mississippi.

**REQUIRED SIGNATURES**

Participant signature \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian signature \_\_\_\_\_ Date: \_\_\_\_\_

*Parental signature is required UNLESS you meet ONE of the following criteria:*

- *Are working on your master's or doctorate degree*
- *Are married*
- *Have a dependent child or other adult for whom you provide more than half of the financial support*
- *Are a ward of the state*
- *Are a veteran*