



GRINNELL COLLEGE

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT FOR PROGRAMS SPONSORED BY GRINNELL COLLEGE

The undersigned Student ("Student") at Grinnell College ("College") has applied to participate in an off campus travel and study program described as: Grinnell in Washington or Grinnell in London ("Program") during the period: Fall _____ academic semester.

Student is not required to participate in this Program. Student's participation is wholly voluntary. In consideration of College's approval for Student to participate in this Program the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. College may, at any time and in its sole discretion, withdraw its approval for Student to participate in this Program based upon Student's failure to comply with the provisions found on-line at <http://www.travel.global.grinnell.edu> or the Grinnell-in-London or Grinnell-in-Washington Student Handbook, and other distributed guidance as revised from time to time, or based upon Travel Warnings, Travel Alerts or other advice received from the United States Department of State. Such withdrawal will not affect the obligations of the undersigned described in this Agreement and College shall not be liable for any loss (including financial loss or loss of academic credit) to Student by reason of such withdrawal.
2. Student will, at Student's own cost, arrange coverage, throughout the Program and throughout Student's absence from the United States, by a policy or plan of comprehensive health and accident benefits that provides protection for illnesses or injuries sustained or experienced while outside the United States; and, specifically in the countries where Student will be living and traveling. The undersigned acknowledge and agree that College does not have an obligation to provide Student with such coverage.
3. The undersigned acknowledge that participation in the Program involves risks not found in activities at College. These risks include, without limitation, traveling to and within and returning from one or more foreign countries; foreign political, legal, social, transportation, health and economic conditions; different standards of design, safety and maintenance of buildings, and public places; local medical facilities and providers; local weather conditions; and any other risks identified on-line at <http://travel.global.grinnell.edu>, as revised from time to time.
4. Each of the undersigned individually, and on behalf of such undersigned's heirs, successors, assigns and personal representatives, hereby releases and forever discharges the College 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 or injuries (including, without limitation, death and illness) to Student or Student's property or both, including but not limited to financial loss, medical bills, charges and related expenses incurred by or on behalf of Student, loss of academic credit or any other claims, demands, actions, causes of action, judgments, damages,

expenses and costs, including attorneys' fees, that arise out of, result from, occur during or are connected in any manner with Student's participation in the Program or any travel incident thereto. This Agreement does not release any claims the College may have against any of the undersigned.

5. Each of the undersigned individually, and on behalf of such undersigned's heirs, successors, assigns and personal representatives, hereby agrees, jointly and severally, to indemnify, defend and hold harmless the College and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including, without limitation, attorneys' fees, that they or any of them incur or sustain that arise out of, occur during, or are in any way connected with Student's participation in the Program or any travel incident thereto.
6. As a participant in the Program, Student agrees to strive to understand and respect the cultural differences encountered and will observe the laws of the country in which Student will be residing and all academic and disciplinary regulations in effect for the Program. Student also agrees to participate in all orientations, briefings and advisory sessions organized by the College and/or Program and strive to understand the information provided and heed the advice given in these orientations, briefings and advisory sessions. Furthermore, as a degree candidate at the College, Student also agrees to continue to comply with the requirements found in the College's Student Handbook, as revised from time to time.
7. Because the Program is sponsored by the College, Student understands, acknowledges, and agrees that:
 - a. Student must report to the College any physical or mental condition that may require special medical attention or accommodation during the Program at least ninety (90) days prior to Student's departure to commence participation in the Program. Student shall have obtained the required immunizations, if any.
 - b. The College reserves the right to make changes to the Program itinerary at any time and for any reason, with or without notice, and the College will not be liable for any loss (including, without limitation, financial loss or loss of academic credit) to Student by reason of any such cancellation or change. The College is not responsible for penalties assessed by common carriers that may result due to operational and/or itinerary changes, regardless of whether the Student or the College makes the travel arrangements. Any expense resulting from changes will be paid by the Student. The College reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing arrangements are within the sole discretion of the College.
 - c. The College assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, common carrier or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the College, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries or damage to property, bankruptcies of common carriers or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of

any nature however caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carrier beyond the College's control, with or without notice, or for any additional expenses occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors, Student is required to spend additional nights, the College will not be responsible for Student's hotel, transfer, meal costs or other expenses. Student's baggage and personal property are transferred at Student's risk entirely.

- d. The College reserves the right to decline to accept or to retain Student in the Program at any time should Student's actions or general behavior be determined by the College to impede the operation of the Program or the rights or welfare of any person. Similarly, if Student's conduct violates any policy or procedure of the College, Student understands and agrees that Student may be required to leave the Program in the sole discretion of the College or its agents and representatives, and may be referred to the appropriate College officials for further disciplinary or other action. In such event, no refund will be made for any unused portion of the Program.
- e. The right is reserved by the College, in its sole discretion, to cancel the Program or any aspect thereof prior to departure; and, in the College's sole discretion, to cancel the Program or any aspect thereof after departure requiring that all participants return to the United States, if the College determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued.

8. Each of the undersigned agrees that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Iowa, U.S.A., without regard to conflict of laws principles; and that if any portion hereof is held invalid, the balance hereof shall continue in full legal force and effect. In signing this Agreement, each of the undersigned hereby acknowledges that he/she/zi has read this entire Agreement, understands its terms, is giving up substantial legal rights he/she/zi might otherwise have, and has signed it knowingly and voluntarily.

Date: _____

STUDENT SIGNATURE

Print Student Name

Date: _____

PARENT OR GUARDIAN SIGNATURE

Print Parent or Guardian Name
