

WAIVER OF RIGHTS AND RELEASE OF LIABILITY AGREEMENT

Off-Campus Short-Term Programs

In consideration for the opportunity to participate in a College of Saint Benedict and Saint John's University Off-Campus Program (administered by the Office for Education Abroad, CSB & SJU Campus Ministry Offices, Institute for Women's Leadership, academic departments or other campus entities), I and on behalf of myself, my parents, any guardian, spouse, my heirs, successors, assigns, personal representative and estate, do hereby agree to release and discharge the College of Saint Benedict ("CSB"), Saint John's University ("SJU"), and all related directors, officers, staff, employees, agents, volunteers, participants, and all other persons or entities acting in any capacity on behalf of the Program as follows:

1. I acknowledge that participation in the Program entails known and unknown risks that may result in physical or emotional injury, even paralysis, death, or personal injury to me, or damage to my property, or to other persons or parties or their property. I understand that such risks cannot be eliminated without jeopardizing the essential qualities and purpose of the Program. These risks include, among many other factors, my own negligence or that of other participants, volunteers, guests, hosts and/or other persons that I may directly or indirectly encounter during participation in the Program.
2. I expressly agree and promise to accept and assume all of the risks that relate to participation in the Program. My participation in the Program is voluntary and I elect to participate in the Program in full recognition of all known, unknown, and unanticipated risks.
3. I voluntarily release, forever discharge, and agree to indemnify and hold harmless CSB, SJU and the Program and all related persons and parties identified above and herein from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Program and including any claims of negligent acts or omissions.
4. In the event that CSB, SJU, or anyone acting on behalf of the Program, be required to incur attorney's fees and costs to enforce this Agreement in respect to my participation in the Program, I agree to indemnify and hold those entities or persons harmless from all related fees and costs.
5. I certify that I have and will maintain health, accident and liability insurance to cover any bodily injury or property damage that I may suffer while participating in the Program or, in the absence thereof, I agree to bear all costs of any such injury or damage to myself or my property. I also consent to the provision of emergency medical services at a time when I am incapacitated or unable to decide the necessity and type of care provided me.
6. I understand that I am obligated as a Program Participant to abide by all Program policies and procedures including those described in the Study Abroad Handbook, program guidelines or other documents provided to me. However, I also understand that I have a continuing obligation to conform with all CSB and SJU policies applicable to me through my affiliation with CSB and/or SJU and therefore, if any Program policy or procedure conflicts with CSB or SJU policies applicable to me, the CSB or SJU policy shall apply and prevail.

7. I understand that CSB, SJU, the Program, the Program Directors, travel arrangers, or others cannot and will not provide me with full-time supervision while I am a participant in this Program. I acknowledge that I will have the opportunity and independence to leave the group periodically, and when I elect to do so I assume full and complete responsibility for my own supervision and all associated risks.

By signing this Waiver of Rights and Release of Liability Agreement, I acknowledge that if I or anyone is injured or if my property or that of others is damaged during my participation in the Program, I shall admit to any applicable court of law or dispute related proceeding that I have waived my right to bring any action or maintain any lawsuit against CSB, SJU, the Program, and all related directors, officers, staff, employees, agents, volunteers, participants, and all other related persons or entities on the basis of any claim and from which I am releasing as described above and herein. I acknowledge that I have had sufficient opportunity to read, consult others for advice, and gain a complete understanding of this Waiver of Rights and Release of Liability Agreement. I have read this Agreement, I understand it, and by my signature below I agree to be bound by all terms of this Agreement.

****SIGNATURE AND CONSENT IS GRANTED THROUGH THE
SHORT-TERM OFF-CAMPUS PROGRAM WAIVER AND RELEASE FORM****

Updated: 10-1-2010