

Release and Agreement

BETWEEN: The University of Montana, its Board of Regents, officers, faculty, and agents, “The University”

AND: _____, “Participant”

AND: _____, “Parent or Guardian”
(If Participant has not attained 18 years of age)

Participant desires to be accepted into one of the University’s Study Abroad Programs. Participant and/or Parent or Guardian understand that for a variety of cultural, societal, political, legal, and other reasons, there may be inherent risks in any overseas and off-campus program. As a condition to acceptance, the parties agree as follows:

1. General Release. Participant, and, if applicable, Parent or Guardian agree to hold the University harmless from, and fully to indemnify The University for any loss, damage, or expense arising in any manner out of the following types of claims:
 - a. Wrongful death, personal injury, injury to property, or other damages Participant incurs as a result of any action, negligence, or omission of any third party (including any action, negligence, or omission by any government), or as a result of an Act of God, all whether or not foreseeable. It is the intention of the Participant and, if applicable, Participant’s Parent or Guardian by this document to exempt and relieve the University and its Regents, officers, faculty, and agents from liability for personal injury, property damage, or wrongful death not caused by negligence or other tortuous act of omission of the University, its agents, or employees.
 - b. Wrongful death, personal injury, injury to property, or other damages which a third party alleges to have been caused in whole or in part by action, negligence, or omission of Participant, alone or in concert with others.
 - c. Fines, forfeitures, or bail imposed by the law or under color of law upon Participant or upon the University as a result of the alleged action, negligence, or omission of Participant.
 - d. Debts or promises Participant makes or implies in relation to the program or while participating in the program.

As used in this paragraph, “expense” includes the University’s reasonable attorney fees in defending any of the above claims and, if there is a court proceeding between the University and any Participant, Parent or Guardian, the attorney fees of the prevailing party as determined by the court, at trial, on appeal, and on petition for review.

2. Medically related actions. Participant and, if applicable, Parent or Guardian grant the University full authority to take whatever action the University, in its discretion, determines to be warranted to preserve the health and safety of Participant. The host institution may, upon the advice of a physician, place Participant in a hospital, or, if no hospital is reasonably available, place Participant in the care of a local physician, at Participant’s expense. The host institution and the University will undertake to make reasonable effort to communicate with Parent or Guardian before Participant is hospitalized, or subjected to injections, anesthesia, or surgery, if the nature of the medical emergency so permits. If the University in its discretion determines that Participant should be returned to the United States for medical treatment, Participant and, if applicable, Parent or Guardian agree to reimburse the University for any transportation costs incurred.
3. Termination or Modification of Program. The University may cancel or alter the overseas study abroad program at any time if, in its discretion, it determines that the conditions of *force majeure* (including but not limited to natural disasters, epidemics, political and economic crises) would make it unreasonably difficult for the host institution to conduct its operations. In the event of such cancellation or alteration, the University will refund any

money previously collected from Participant or Parent or Guardian which has not been actually spent or committed to be spent. The allocation of the refund among Participants will be determined solely at the discretion of the University.

4. Withdrawal by Participant. In the event the student voluntarily withdraws from the program at any time, the University normally will not refund any part of the program fee, except as required by Montana Board of Regents policy.

In cases of accidents, serious illness, or family emergencies, the University will refund a portion of the fee, the amount to be determined solely at the discretion of the University.

5. Rules of Conduct. In addition to the usual responsibility to comply with University rules and regulations, Participant must assume added responsibility to comply with the laws and customs of the country in question. The University reserves the right to terminate participation of a Participant in the program, either before or after going abroad, for any of the following causes: **a)** failure to prepare conscientiously for the program, including but not limited to non-participation at the Cultural Orientation Workshop; **b)** being placed on academic-probation status; **c)** failure to perform at a satisfactory academic level during the program; **d)** possession or use of narcotic or hallucinogenic drugs; **e)** intemperate or illegal use of alcoholic drinks or public intoxication; **f)** participation in black market activities; **g)** any other violation of The University of Montana Student Conduct Code; **h)** violation of the overseas program country laws or host university policies.

In the event the membership of Participant is terminated by the University for any of the foregoing reasons before going abroad, 50 percent of total program costs will be automatically forfeited by Participant, and the University reserves the right to withhold from any additional fees paid, an amount sufficient to reimburse it for any expenditures it has already made or will be compelled to make on the Participant's behalf, the amount to be determined by the University. In the event the Participant is terminated by the University after going abroad for any of the aforementioned reasons, the University normally will not refund any part of any tuition, fees, or other payments made by Participant.

PLEASE NOTE: The University is not able to assist students who break the law in a foreign country and is not responsible for legal fees or other costs while attempting to secure the release of Participant from foreign custody. University of Montana students are subject to the laws of their hosting country and community. Neither the International Programs nor the U.S. Government has the ability to protect Participant from punishment with respect to drugs and other criminal offenses.

Signature of Participant

Date

Signature of Parent or Guardian (if student is under 18)

Date

Applicant and Parent/Guardian are to sign and return one copy and should keep one copy for their own records.