This form is intended to be signed by all students, guests, and other non-employees participating in international programs offered by EIIA Member Institutions.

NON-EMPLOYEE INTERNATIONAL TRAVEL
RELEASE OF LIABILITY, WAIVER OF RIGHTS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in _____(INSERT PROGRAM NAME) to be held in and around___ _____(SEMESTER/YEAR), from_____(INSERT APPROXIMATE DATES). In consideration for being permitted Emory & Henry College to participate in the Program, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary and is not required by EMORY & HENRY COLLEGE. As a condition of my participation, I hereby grant EMORY & HENRY COLLEGE the right to use, for promotional purposes only, any photographs of me taken by EMORY & HENRY COLLEGE, its employees or agents, during my participation in the Program. I further understand and agree that EMORY & HENRY COLLEGE may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with EMORY & HENRY COLLEGE policies and procedures, including those associated with THE EMORY ABROAD PROGRAMS. I further agree to abide by all the rules and requirements of the Program. I acknowledge that EMORY & HENRY COLLEGE has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program, or for any other reason in EMORY & HENRY COLLEGE 's discretion. I understand that in the event my participation in the Program is terminated for violating any rule of the Program, I will be solely responsible for the cost of return travel. I further understand and agree that EMORY & HENRY COLLEGE is not responsible for any injury or damage that I sustain if I travel independently or am otherwise separated or absent from EMORY & HENRY COLLEGE sponsored activities. I acknowledge that I am solely responsible for any legal problems I encounter with any foreign nationals or government and EMORY & HENRY COLLEGE is not responsible for providing any assistance under those circumstances.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program, including but not limited to the fact that the Program will be held in and around_____ _____(INSERT NAME OF HOST COUNTRY(IES). I understand that travel outside the United States is considered dangerous and I accept the risks of such travel. I have received and reviewed the travel itinerary for the Program and understand the risks involved in traveling, to, within and from, _____ _____(INSERT NAME OF HOST COUNTRY(IES) including but not limited to foreign political, legal, social, and economic conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, and negligent first aid operations or medical treatment. I further understand that serious injuries could occur during my participation in the Program and that as a Participant I could sustain personal injuries, property damage, or even death as a consequence of local transportation to and from the SITES ASSOCIATED WITH THE PROGRAM, international travel to and from _____ _____(INSERT NAME OF HOST COUNTRY(IES).

I understand and hereby acknowledge that I have carefully reviewed and fully understand the directives and recommendations, including recommendations concerning immunizations and medicines (hereinafter

"recommended immunizations") for travel to, in and around _____ _____(INSERT NAME OF HOST COUNTRY(IES) provided by:

- The United States State Department, which issues Travel Warnings, Travel Alerts and Country Specific Information at: http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_1168.html;
- The World Health Organization http://www.who.int/csr/alertresponse/en; and
- The Centers for Disease Control, via the International Travelers Hotline at 1-877-FYI-TRIP (1-877-394-8747) or at http://wwwn.cdc.gov/travel.

[NOTE: All website references are accurate as of May 2009.]

I am aware of and understand the risks and dangers associated with for travel to, in and around _____ _____(INSERT NAME OF HOST COUNTRY(IES) during my participation in the Program, as well as with any activities I undertake which are not associated with the Program or sponsored or controlled by EMORY & HENRY COLLEGE such as independent travel during free periods, periods of time extending beyond the termination of the Program, or other periods in which I am not participating in Program activities.

I certify that I have educated and informed myself about diseases, illnesses, and other health concerns that may result from living and traveling in _____(INSERT NAME OF HOST COUNTRY(IES). I understand that I may be at risk for contracting certain diseases including those outlined at the above health and travel websites.

I have been informed that I need to make sure I am up-to-date on routine vaccines before I leave the U.S. These vaccines include measles-mumps-rubella (MMR) vaccine, diphtheria-tetanus-pertussis vaccine, varicella (chickenpox) vaccine, polio vaccine, and the yearly flu shot.

I further acknowledge that at times during the Program I may be many hours from the nearest medical care or treatment, that available medical treatment may not equate with the level of care available in many U.S. hospitals, and that these conditions and the remoteness of some of my travel in _____ _____(INSERT NAME OF HOST COUNTRY(IES) may subject me to additional risks of injury, disease, death or damage to my personal property; and, that any injuries or damage I do sustain may grow more severe or lead to my premature death due to the remoteness of the location, the lack of quick access to quality medical care in some instances, and/or the poor quality of the roads or available transportation in some areas.

I understand that serious injuries could occur during participation in this Program and that as a Participant, I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only EMORY & HENRY COLLEGE's actions or inactions, but the actions, inactions, negligence or fault of others and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility except for those occurrences due to EMORY & HENRY COLLEGE's gross negligence or intentional misconduct.

RELEASE AND WAIVER OF LIABILITY. I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** EMORY & HENRY COLLEGE its governing board, directors, officers, employees, agents, volunteers and any students (collectively "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind

(including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from _____ (INSERT NAME OF HOST COUNTRY(IES), local transportation to and from _____ (INSERT NAME OF HOST COUNTRY(IES)including but not limited to foreign political, legal, social, and economic conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, negligent first aid operations or medical treatment, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS IF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL MISCONDUCT OR GROSSLY NEGLIGENT ACTS,** and I assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

PERSONAL BELONGINGS: I understand and acknowledge that EMORY & HENRY COLLEGE is not responsible for the loss of any personal belongings or property that I sustain during my participation in the Program, including but not limited to the loss of credit cards, cash, luggage, and other items.

PERSONAL MEDICAL INSURANCE: I acknowledge and agree that I am responsible for the cost of any and all medical and health services I may incur as a result of participating in the Program. I understand that EMORY & HENRY COLLEGE provides to EMORY & HENRY COLLEGE study abroad program participants health insurance, including a medical policy, repatriation, medical evacuation and non-medical assist service. I understand and agree that this policy contain exclusions and that it does not guarantee that all of the medically related expenses I may incur will be covered. I further understand that it may be prudent for me to purchase my own primary coverage that covers me while I am participating in the Program.

MEDICAL CONSENT: I understand and agree that Releasees do not have medical personnel available at the location of the Program. In the event of any medical emergency, I (initial one) do____do not____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that EMORY & HENRY COLLEGE's personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of VIRGNIA

I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM OF A LEGAL AGE CAPABLE OF CONSENT OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Date: _____ _____
(Signature of Participant)

_____
(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who are Minors:

I certify that I have custody of Participant or I am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

Date: _____ _____
(Signature of Parent or Guardian)

_____
(Printed Name of Parent or Guardian)

Received by:

Date: _____ _____
(Signature)

_____
(Printed Name of Institution Official)