

# THE UNIVERSITY OF NORTH CAROLINA AT ASHEVILLE

## STUDENT PARTICIPATION AGREEMENT

I, \_\_\_\_\_, a participant in the \_\_\_\_\_ program sponsored by The University of North Carolina at Asheville, hereafter referred to as UNCA, agree to the following understanding binding upon myself, and my parents or guardians if I am under the age of 18 years.

As part of the \_\_\_\_\_ program, I understand that I will travel by \_\_\_\_\_ to \_\_\_\_\_ on the date(s) \_\_\_\_\_. During the above mentioned trip, I will be staying at \_\_\_\_\_.

I waive any and all claims against UNCA and its agents and/or contractors, in the USA or overseas, and any faculty or staff members accompanying the group, their heirs or assigns, arising from my death, injury, loss, damage, delay, accident, irregularity or expense to person or property including myself that occur from the use of any vehicles or services, from acts of war, quarantine, sickness, weather, government restrictions or regulations or arising from any act or omission of any airline, railroad, bus company, sightseeing, hotel, or any other service or transporting company from an individual or agency.

I also release UNCA and its agents, contractors, faculty or staff from any financial obligations or liabilities that I may incur as an individual, or any damage or injury to the person or property of others that I may cause while participating in this program and I agree to indemnify them against any such financial obligations or liabilities.

Nothing in this form of release shall be interpreted as releasing UNCA from liability arising from its negligence.

I understand that the land carrier and/or air carrier's liability for loss or damage to baggage, or for death or injury to person or property is limited by their tariffs and/or by the Warsaw Convention or other international agreements.

UNCA is not responsible for the loss of, theft of, or damage to personal belongings including the passport.

I grant UNCA or any of its officers, staff, or agents the full authority to take whatever action they feel is warranted under the circumstances in regard to my health and safety. UNCA or any of its officers, staff, or agents may, at their discretion, place me at my own or my parents' expense in a hospital or medical facility at any point for medical services and treatment, or, if no hospital or medical facility is available, place me in the hands of a local physician for treatment.

Further, UNCA, its officers, staff or agents are authorized to transport me back to Asheville at my own expense, or the expense of my parents, for medical treatment if they deem this measure necessary. I

further release any of these persons from any liability for such decisions or actions which may be taken on my behalf.

I also am aware of the special circumstances of this trip and understand the suggestions for personal safety that have been explained to me at the pre-travel meeting.

I understand that UNCA is not responsible for my well-being during such periods of time that I may be absent from supervised activities, as during times of independent travel, visits to friends, relatives, or others.

I understand that this is a supervised program, and that appropriate standards that have been explained to me must be observed. I agree to maintain any such group standards as UNCA may set forth and, further, to indemnify UNCA and its agents or contractors against any consequences which may ensue as a result of my refusal to comply with such regulations.

I agree that UNCA reserves the right to enforce these rules, standards, and instructions, and my participation in the program may be terminated at any time by UNCA in the light of my failure to follow those regulations, or other reasonable instructions, or for any other reason which the officers of UNCA may deem to be in the best interest of the student group concerned in such a case. I agree to being sent home at my own (or my parents') expense with no guarantee of any subsequent refund from UNCA.

I understand that UNCA reserves the right to make changes or other alterations in its published itinerary (such as reversing the order in which various towns or cities are visited) and I agree in advance to accept such changes.

If I am a nontraditional age student traveling on a student program, I understand that most of my traveling companions will be college age and I will receive the same accommodations and services as the student participants. If I wish to have a double or single room accommodation, I understand these are subject to availability and I agree to pay the additional supplements designated by UNCA.

I certify that I am in good physical and mental health and that I have no special medical or physical conditions which would preclude my participation in the program or disqualify me from it.

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Signature of Applicant

Date

I certify that I am the parent or legal guardian of the applicant, that I have read and understand the above agreement, and that I accept and will be bound by its terms and conditions on my own behalf and on behalf of the applicant. (Needed only if applicant is not yet 18 years old).

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Signature of Parent/Guardian

Date