

**STUDY ABROAD  
PROGRAM PARTICIPANT AGREEMENT-LIABILITY WAIVER**

This Participant Agreement (hereinafter "Agreement") is entered into, by and between Jackson Community College and \_\_\_\_\_ (Name of Student) (hereinafter "Student") concerning Student's participation in the US-Brazil Partnership for Skills Program (hereinafter "the Program").

WHEREAS the Program was established in order to increase opportunities for US community colleges to provide opportunities for their students to participate in beneficial exchange with Brazil; and

WHEREAS, Jackson Community College and has given permission for Student to participate in the Program; and

WHEREAS, Student acknowledges, warrants and represents that Student has received and fully read and completely understands the information provided by the College and that Student has been fully advised as to the cultural, safety and health differences and problems presented thereby and numerous potential problems and dangers of the Program; and

WHEREAS, Student and Jackson Community College intend to be legally bound by the terms of this Agreement, including Student's releases and indemnity of Jackson Community College and in consideration of the permission granted by College to Student to participate in the Program; Jackson Community College and Student Agree as Follows:

**1. ASSUMPTION OF RISK**

Student acknowledges that Student's participation in the Program is wholly voluntary. Student acknowledges that Brazil may have health and safety standards substantially below those enjoyed in the United States and that the Student may be subjected to potential risks, illnesses, injuries, and even death. Student acknowledges the inherent hazardous and dangerous nature of the Program and voluntarily participates therein and assumes all risk of illness, injury, or death from Student's participation therein. Student represents and warrants that Student is mentally and physically fit, capable, and able and willing to participate in this Program and be subjected to the potential inherently hazardous and dangerous activities without limitations.

Although Jackson Community College has made every reasonable effort to assure students' health and safety while participating in the Program, there are unavoidable risks in travel overseas, including, but not limited to (a) those identified in the Health Guidelines, the Travel Advisory and these Conditions, and (b) those associated with strikes, civil unrest, terrorism, military or para-military action, war, criminal activity and violence, force majeure, weather conditions, public health risks, acts of God, and other possibly dangerous conditions beyond the control of Jackson Community College. In signing this form, the Student acknowledges that he/is is aware of and understands the risks and dangers of travel to, in and around Student's Program country, and international travel generally, including the dangers to Student's health and personal safety posed by the risks described in (a) and (b) above. Student hereby assumes, knowingly and voluntarily, each of the risks described in (a) and (b) above and all of the other risks that could arise out of or occur during the Program and Student's travel to, from, in or around Brazil.

## **2. RELEASE**

Student hereby releases, discharges, and agrees to hold harmless Jackson Community College Board, its trustees, agents, employees, representatives, and volunteers, from any and all liability arising out of or in conjunction with Student's participation in the Program. For purposes of this Release, liability means all claims, demands, losses, causes of action, suits or judgments of any kind that Student or Student's heirs, executors, administrators and assigns may have against Jackson Community College, Board, any of its trustees, agents, employees, representatives and volunteers, because of failure to pass any course or class or obtain any particular grades, personal injury, accident, illness or death, or because of any loss, or damage to property that occurs to any person including Student or his/her property during the Program and that results from any cause including but not limited to Jackson Community College's board or their trustees', agents', employees', representatives', or volunteers' own passive or active negligence or other acts other than fraud, willful misconduct, or violation of the law.

## **3. INDEMNIFICATION**

Notwithstanding any insurance coverage that may be in effect and in addition to any additional undertakings referred to herein, Student shall defend, indemnify, and hold harmless Jackson Community College Board, its trustees, agents, employees, representatives, and volunteers from any and all liability, claims, losses, expenses, judgments, or demands, including the obligations of Jackson Community College Board, its trustees, agents, employees, representatives, and volunteers on account of any similar Agreement Jackson Community College Board, its trustees, agents, employees, representatives, and volunteers has with Student, including demands arising from injuries or death of persons and damage to property, arising directly or indirectly out of Student's participation in the Program, save and except for claims and litigation arising from the willful misconduct of Jackson Community College and Student will make good and reimburse Jackson Community College Board, its trustees, agents, employees, representatives, and volunteers for any expenditures, including reasonable attorney's fees and court costs that Jackson Community College Board, its trustees, agents, employees, representatives, and volunteers may make by reason of such matters, and if requested by Jackson Community College Board, its trustees, agents, employees, representatives, and volunteers Student to defend such suit at the sole cost and expense to Student.

## **4. PERSONAL PROPERTY**

Jackson Community College assumes no liability or responsibility whatsoever for any personal property of Student brought on the Program.

## **5. CONDUCT**

Student agrees that throughout the Program, Student will conduct him/herself in accordance with all applicable statutes, ordinances and other laws included but not limited to the Program Policies Agreement, all Program rules, and laws, regulations, orders, and requirements of duly constituted public authorities of Brazil. Student understands that Jackson Community College reserves the right to dismiss from any Program any Student whose conduct (including but not limited to the use of non-prescription drugs, alcohol or unacceptable sexual behavior): (a) violates the terms of JCC's Student Code of Conduct; (b) is considered improper or offensive to the host community; (c) is likely to be detrimental to the physical or mental health or safety of the Student or other members of the Program; or (d) demonstrates that the individual is not capable, or is unwilling, to participate fully in a cross cultural environment. A Student who leaves the scheduled Program at any time without express written permission from the college program director may not return to the Program and shall be automatically dismissed.

## **6. RESPONSIBILITY**

Student agrees and warrants that Jackson Community College cannot and shall not be held responsible in any way for Student safety needs or well-being during any period in which Student is not directly participating in the Program (including off hours and breaks). In the event Student uses transportation other than that provided by the Program during the Program or any break there from, Student acknowledges and agrees that Student shall be fully liable for all accidents and losses arising out of Student's use of Student's automobile or transportation, and that any insurance provided by the travel contractor will not cover such and Student hereby releases and discharges Jackson Community College Board, its trustees, agents, employees, representatives, and volunteers from all liability for such use as set forth above in the paragraph entitled Release and the paragraph entitled Indemnification

## **7. WAIVER**

This Agreement contains the entire understanding of the parties. There are no representations, covenants, or warranties by Jackson Community College other than those expressly stated therein. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by the Jackson Community College. The waiver by Jackson Community College with respect to any breach of any term, covenant, or condition herein contained shall not constitute a waiver as to any breach that may occur in the future.

## **8. INSURANCE**

Student understands and agrees that Jackson Community College assumes no liability for any medical, hospital, other healthcare provider, and/or related expenses incurred by Student while on the Program. Student understands and agrees that as a condition for participation in the Program, Student must have an International Student Identification Card (ISIC), which includes a limited emergency health insurance policy. Student understands that such insurance is limited and may not cover Student for all medical expenses. Jackson Community College requires that Student obtain supplemental health insurance covering any and all medical expenses that Student may incur while in the Program including but not limited to hospitalization expenses. Student agrees that Student will be personally responsible for any and all medical, hospital, and/or related expenses incurred by Student while in Program and during any breaks.

## **9. Accommodations:**

Jackson Community College does not in any way warrant or represent as to the conditions or standards of the living arrangements for Student or assure that different students on the Program will have equal accommodations. There is a lot of variety in the living arrangements, and the general standard may be substantially below that which the Student has experienced in the United States.

## **10. Travel & Urban Living:**

Student acknowledges that in living and traveling in Brazil, Student may experience problems associated with urban living – increased crime, pollution, high population density, or standards of living and health standards that are not equivalent to life in the United States. Student must take every precaution to safeguard Student's health and to protect personal belongings from damage or theft. Being alone, particularly at night, may present additional dangers to Student's safety and well being. Jackson Community College recommends that Student never travel alone, particularly at night.

## **11. Authority:**

Student represents and warrants that he/she is eighteen (18) years of age or older, has the authority to execute this Agreement, and is not under guardianship, conservatorship, or other legal authority.

I acknowledge and affirm that I have carefully read this entire Agreement and that I understand the potential dangers inherent to engaging in this activity and am fully aware of the legal consequences of this Agreement and agree to its terms and understand that I am releasing and waiving certain rights and assuming the risk of injury and damage from my participation in the Program.

College Representative: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Name Title

Student's Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_