



# Waiver and Release Agreement

**WAYNE STATE UNIVERSITY**

Study Abroad & Global Programs

906 W. Warren • 131 Manoogian • Detroit, MI 48201 • Phone: (313) 577-3207 • Fax: (313) 577-7687

I, \_\_\_\_\_, am a student at Wayne State University (“the University”) and have agreed to participate in the University’s international studies program in \_\_\_\_\_ from \_\_\_\_\_ until \_\_\_\_\_ (“the Program”). In consideration for being permitted to participate in the Program, I hereby agree and represent that:

1. I have or will secure health insurance to provide adequate coverage (including emergency evacuation and repatriation coverage) for any injuries or illness that I may sustain or experience while participating in the Program. By my signature below (or that of my legal guardian) I certify that I have confirmed that my health care coverage will adequately cover me while outside the United States, and hereby release the University, and its employees and agents from any responsibility or liability for any and all expenses incurred by me for injuries or illnesses (including death) that I may incur because of those injuries or illnesses.

2. I understand and agree that, although the University will attempt to maintain the Program as described in its publications, it reserves the right to change the Program including, but not limited to, the curricula, instructors, itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that the University, or its employees and agents, shall not be responsible or liable for any expenses or losses that I may sustain because of these changes.

3. I understand and agree that I must comply with all applicable University rules, regulations and policies governing students. I understand and agree that the University reserves the right to dismiss me from the Program at any time should my actions or general behavior, in the sole discretion of the University be determined to constitute a danger to myself, others, or to the acceptability of the Program to its hosts, or if it is determined that my actions or general behavior impedes or obstructs the progress and objectives of the Program in any way.

4. I understand and agree that there are unavoidable risks in travel overseas, and I hereby release and promise not to sue the University, or its employees and agents, for any damages or injury (including death) caused by, deriving from, or associated with my participation in the Program, except for such damages or injury as may be caused by the gross negligence of the employees or agents of the University.

I also agree to indemnify and defend the University, its Board of Governors, agents and employees against any liability incurred by them as a result of my conduct.

5. I also understand and agree that I will have to rely upon medical facilities generally available in the locale where I am traveling. The University assumes no responsibility for such health matters.

6. I acknowledge that I have consulted with a qualified medical doctor and that based on that consultation there are no physical or mental health-related reasons or problems which preclude or restrict my participation in the Program or which require any accommodation.

7. I agree that, should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of the agreement will remain in full force and effect.

8. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing the agreement; I have the right to consult with the advisor, counselor, or attorney of my choice.

9. I agree that, should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, such adjudication will occur in the Michigan Court of Claims, and be determined by the laws of the State of Michigan.

10. The University shall not be liable or considered in default under this Agreement when the delay of performance, or non performance, is caused by circumstances beyond its control and occurring without its fault, including failure of suppliers, subcontractors, and carriers, acts of civil or military authorities, national emergencies, fire, flood, acts of God, riot, natural and/or man-made disaster, civil disturbance, labor dispute, work stoppage/slowdown, insurrection, and war, provided the party invoking this paragraph provides reasonable prompt notice thereof to the other.

11. This agreement represents the complete agreement with the University concerning the University's responsibility and liability for my participation in the Program. This agreement and waiver supersedes any previous or contemporaneous understandings I may have had with the University on the subject, whether written or oral. This agreement shall not be changed or amended in any way except in writing signed by the University Provost and/or the Provost's designated representative and myself (or legal guardian).

12. I represent that I am at least eighteen years of age, if not, that I have secured below the signature of my parent or guardian as well as my own.

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Student Date

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Signature of parent or guardian (if required) Date