

# Fresno Pacific University Global Education Program

## Assumption of Risk and Participation Agreement

**Program:** \_\_\_\_\_

**Fresno Pacific University:** 1717 South Chestnut, Fresno, CA 93702

**Participant:** Name \_\_\_\_\_ Age \_\_\_\_\_

**IMPORTANT:** THIS IS A RELEASE OF LEGAL RIGHTS. DO NOT SIGN IT UNTIL YOU HAVE READ, UNDERSTOOD, ACCEPTED, AND INITIALED AT THE BOTTOM OF ALL 5 PAGES, THE TERMS AND RISKS IDENTIFIED IN THIS AGREEMENT (INCLUDING THE GLOSSARY WHICH IDENTIFIES AND PROVIDES AN EXPLANATION OF ALL UNDERLINED WORDS).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Emergency Contact:** Name \_\_\_\_\_ Phone: \_\_\_\_\_

**Co-signer:** Name \_\_\_\_\_ (only needed if Participant is under 18 years of age)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### ***1. Basic Acknowledgments***

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- 1.a. Travel abroad can be risky. While Fresno Pacific University has taken reasonable and prudent steps to reduce foreseeable risk, significant risk may exist for personal injury, death or property damage related to my participation in this Program.
- 1.b. Although I may have been encouraged to participate in the Program for the sake of my personal growth, and even if Program participation has been made a condition for my major, a degree, or graduation, I acknowledge that I have freely chosen Fresno Pacific University and this Program to further my education, and thus my participation in this Program in one or more foreign countries is purely voluntary.
- 1.c. I am an adult, over eighteen years of age. (If not, this document is co-signed above by one of my parents.)
- 1.d. I have read this document thoroughly, including the Glossary, and I fully understand that my signature means I am accepting all risks related to my participation in the Program. I acknowledge that this document, including the Glossary, contains serious and substantial language regarding potential harm to me or my belongings.

My Initials: \_\_\_\_\_

1.

- 1.e. I have read, or will read, and am responsible for knowing and understanding the contents of any and all materials supplied by Fresno Pacific University to prepare me for this experience. I have participated in, and/or will participate in, with full attention, all orientation events required for this Program.
- 1.f. I am fully and personally responsible for completing all Program requirements, including the timely submission of all forms and documents necessary prior to departure. I recognize that my acceptance into the Program is contingent on fulfilling certain duties, and my failure to do so may result in my not being allowed to participate in the Program.

## **2. Travel & Transportation Matters**

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- 2.a. Certain Travel Risks are involved in going to, from and within foreign countries. Many of these risks are not present on the Fresno Pacific University campus.
- 2.b. If any Loss due to Travel Risk occurs, I will accept full responsibility for covering that Loss, whether through personal insurance, personal funds, or other personal sources. I agree that Fresno Pacific University has no liability for such Losses.
- 2.c. If I elect to Travel in a vehicle which has not been hired or chartered by Fresno Pacific University, I understand that the qualifications of the driver and the determination of the sufficiency of insurance coverage for the vehicle and driver are my own responsibility.
- 2.d. If I become detached from the Program group, fail to meet a scheduled departure, or become ill or injured, I will bear all responsibility to seek out, contact, and reach the group at its next available destination; and I will bear all costs related thereto.

## **3. Medical Matters**

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- 3.a. I may visit areas where certain Biomedical Hazards are present that are not commonly encountered on the Fresno Pacific University campus; these may be definite risks in certain countries. Fresno Pacific University cannot recommend precautions appropriate for each individual.
- 3.b. I am aware of my personal medical needs. Whether or not I have exercised my opportunity to consult with a health care practitioner of my choice, I assure Fresno Pacific University that there are no health-related reasons or problems which in the exercise of reasonable care would preclude or restrict my participation in the Program.
- 3.c. Prior to participation in the Program, I will consult with a health care practitioner of my choice in order to become familiar with Biomedical Hazards that may be encountered in the Program country/s, and to obtain the appropriate means of Medical Prevention or mitigation.
- 3.d. I have completed or will complete -- honestly, accurately and fully -- any required pre-departure health forms including immunization records.
- 3.e. Water and food sources in foreign countries may be contaminated. Building, vehicle, and other safety standards in foreign countries may be less stringent than those in the United States. Providers of food, water, shelter and transportation are not agents of, nor represented by, Fresno Pacific University.

My Initials: \_\_\_\_\_

2.

- 3.f. While abroad, I will exercise reasonable and/or recommended precautions with respect to food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors (including sexual contact and behavior). I further agree to conform to applicable health regulations communicated to me before or while participating in the Program.
- 3.g. I have received information and options related to health insurance coverage. I understand the coverage and limitations. I have also completed the necessary documents and they are on file with FPU's Global Education and Student Financial Services.
- 3.h. Ultimately, I assume all risk for cost of medical care, including hospitalization, while in, or in transit to or from, any foreign country.

#### ***4. Activity Matters***

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- 4.a. I will decline to participate in any activity which: 1) involves extraordinary or apparent risks; 2) is identified as a "hazardous activity" in paragraph 5.g; or 3) a reasonable person would not undertake when aware that the action has a significant risk of Loss.
- 4.b. I am aware that my behavior can reflect, for better or worse, upon Fresno Pacific University. Throughout the experience I will behave in a manner consistent with Fresno Pacific University's **Standards** as listed in the Student Handbook. In the event that the Program director, in his or her exclusive discretion, should determine that my conduct or academic performance is detrimental to the Program or to other participants, the director may terminate my participation in this Program.

#### ***5. Legal and Other Matters***

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- 5.a. I understand and agree that I am responsible to have sufficient funds available for: 1) maintenance while participating in the Program, 2) restoration of any Loss, and 3) my return transportation under any and all circumstances.
- 5.b. All services and accommodations used while abroad are subject to the laws of the country in which provided.
- 5.c. Should I have or develop legal problems with any foreign national or government, I will attend to the matter with my own personal funds. Fresno Pacific University is not responsible for providing any assistance under such circumstances.
- 5.d. I understand and agree that actions, occurrences or events may make necessary or desirable the modification or termination of this agreement, by Fresno Pacific University, prior to or during my participation in the Program. Fresno Pacific University, and any Program director or course instructor, may at any time unilaterally modify any aspect of this agreement or the Program when, in that person's sole discretion, such modification will enhance either the value of the Program or the health and safety of Program participants.
- 5.e. I agree that this agreement will be construed under California law, and that Fresno, California, USA will serve as the forum for any legal proceedings incident to the Program. The terms of this agreement are severable, such that if a court of law holds any term to be illegal, unenforceable, or in conflict with law, the validity of the remaining portions will not be affected.

My Initials: \_\_\_\_\_

3.

- 5.f. I ACKNOWLEDGE that I could experience significant and uncompensable Loss while a Participant in this Program, including, but not limited to, the following:  
Loss- Bodily illness, personal injury, dismemberment or death; lawful or unlawful detention (ie, jail or kidnapping); deprivation, disappearance, damage, destruction or theft (or the like) of personal property, including luggage and personal effects; additional expenses due to Travel Risks; inconvenience, delay, embarrassment, or defamation of character.
- 5.g. I hereby specifically ASSUME THE RISKS of potential or actual perils and hazards attendant to (and including but not limited to) the following  
Activities - All undertakings, official or unofficial; physical work (including work performed as a part of the Program); Travel, sports, or recreational activities, or “hazardous activities” (including rock climbing; rappelling, scuba, free or high diving; white-water rafting; bungee jumping; running with bulls; motorcycle riding; spelunking; dangerous hiking; hitchhiking; intentional or unwitting Travel into areas with hazard of criminal, political or terrorist activity, unrest or danger).  
Biomedical Hazards – Infectious, tropical, parasitic and other diseases, viruses or bacteria; contaminated water or food; and insect, spider, snake, fish or animal bites, which may cause Loss.  
Natural Hazards – Perils of extreme weather and acts of God, including but not limited to earthquake, fire, flood and avalanche.  
Travel Risks – Any type of Travel may involve risk of Loss, delays, changes in the means of transportation or in the performance of other services; or sickness, weather, vehicle accidents, strikes, wars, natural disasters, pickpockets, official corruption, or other unforeseen causes or unfortunate outcomes.
- 5.h. I agree (on behalf of myself and my heirs, successors, personal representatives and assigns) to RELEASE Fresno Pacific University from any liability to me, and from any Loss resulting from the above- referenced Risks involved with my participation in this Program.

My Initials: \_\_\_\_\_

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## ***Glossary***

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Note: key terms and descriptions include, but are **not limited to**, all eventualities and alternatives, whether or not listed.

**Activities** – See Paragraph 5.g above.

**Biomedical Hazards** – See Paragraph 5.g above.

**Co-signer** – Signature of parent or guardian is required **only** when Participant is under 18 years of age.

**Emergency Contact** – The person should be notified as quickly as possible in the event of an emergency involving Participant.

**Loss** – See Paragraph 5.g above.

**Medical Prevention** – Inoculation, immunization, or prophylactic prescription of medications.

**Natural Hazards** – See Paragraph 5.g above.

**Participant** – Program participant named on Page 1 and identified throughout the document as “I/me/my/mine”.

**Program** – All Activities and Travel pertaining to the Program, whether administered by Fresno Pacific University or an affiliated program, as indicated on Page 1 and intended by Fresno Pacific University as a learning experience for the Participant, from the commencement to the completion of all Travel to and from a foreign country.

**Student Accident and Health Insurance Program** – FPU students have three programs to consider for accident and health insurance coverage. All are worldwide in coverage. Information outlining these options has been given to the students and they are responsible to personally select one, apply and provide the necessary documentation to the Global Education and Student Financial Services offices prior to departure.

**Travel** – Travel, transportation or excursions by any means of conveyance (eg, air, bicycle, bus, motorcycle, skateboard, taxi and train), whether planned or spontaneous, and whether individually or as part of a group.

**Travel Risks** – See Paragraph 5.g above.

**Fresno Pacific University** - Fresno Pacific University, and all its faculty, staff, Trustees, insurers, agents, assistants or volunteers either in their individual capacities or by reason of their relationship to Fresno Pacific University, or their successors.

My Initials: \_\_\_\_\_

5.

**Turn into IPSO when completed**