

THIS IS A RELEASE. READ BEFORE SIGNING

Waiver and Release Agreement

The parties to this Release are _____ who is a student at _____ at The New School, _____ (if student is an undergraduate under the age of 21, Student's parents or legal guardian) (all referred to hereafter jointly and severally as "Student") and The New School.

The Student, with the consent of Student's parents or legal guardian, has chosen to participate in the _____ (the "Program") from _____.

Assumption of Risk. Student understands and agrees that foreign travel presents risks to Student and her/his property. These can include, among others: unfamiliar or different terrain, climate, food and drink, customs, laws, social and sexual mores, safety practices and regulations, communications, criminal and law enforcement activities, disability access, driving practices, disease risks, and health care.

Student is responsible for researching and evaluating the risks she/he may face and is responsible for her/his actions. Any activities that Student may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with Student's approval and understanding of any and all risks involved. This includes, among other things, risks associated with the consumption of alcoholic beverages and drugs and risks of loss, injury and death arising from, among other things, traffic accidents, assault and theft.

Adherence to Standards. Student understands and agrees to abide by all policies, rules, and regulations of The New School and all rules, regulations, and laws of the country(ies) they are visiting. Student further agrees to obey all rules directions, and precautions issued by The New School or its representatives, by any associated individuals, institutions, or organizations, or by the United States Government. Student specifically understands that, with respect to the consumption of alcohol or drugs while overseas, he or she may not partake in such activities.

Termination of Participation. Student shall not engage in inappropriate conduct including the use of physical or verbal violence, open abuse of the customs or mores of the community, and unauthorized absences from classes or other activities. Student understands that, in its sole discretion, The New School or its representative may terminate Student's participation in the Program at any time, including before departure or during the Program. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Student deemed detrimental to the best interest of the Program; emergencies; or health or safety considerations. Such termination shall not diminish or otherwise alter Student's obligation to make any payment required for the Program, nor shall The New School be required to make any refund to Student.

Release of Claims. In consideration of The New School accepting Student into the Program, Student, his/her heirs, executors, administrators, employers, agents, representatives, insurers and attorneys, hereby release and discharge The New School, its officers, trustees, faculty, employees, agents and representatives (hereafter "Released Parties") from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by the Released Parties. Student further releases and discharges the Released Parties from responsibility for any accident, illness, injury, or any other consequences arising or resulting directly or indirectly from Student's participation in the Program. The Student recognizes and agrees that the released parties assume no responsibility for any liability, damage, or injury that may be caused by Student's negligence or willful acts committed prior to, during, or after participation in the Program, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the Program, or caused by any other person.

Indemnification and Hold Harmless. Student hereby agrees to indemnify and hold harmless the Released Parties from any loss or liability whatsoever including reasonable attorneys' fees, caused by any act or omission of Student resulting from direct or indirect participation in the Program.

Activities Outside Program. Should Student choose to remain overseas at the program location or elsewhere after participation in the Program, The New School will cease to act as a sponsor for Student. Should Student drop out of the Program voluntarily or involuntarily, The New School will cease to act as a sponsor for Student thereafter. In either of the foregoing events, this release shall remain in fully force and effect.

Program Modification and Cancellation. The New School reserves the right to cancel or modify the program before or during its operation due to circumstances including emergencies, low enrollment, unavailability of one or more facilities or personnel, or other reasons.

Severability. It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions of applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

Governing Law. This release shall be construed in accordance with, and governed by, the laws of the State of New York.

Construction and Scope of Agreement. The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statement, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

Student acknowledges that she/he has read this release and that she/he understands its meaning and effect.

Student: _____

Date: _____

Print Name: _____

Witness for Student: _____

Date: _____

Parents or Legal Guardian:

Date: _____

Date: _____

Witness for Parents: _____

Date: _____