



POLICY ON OFF-CAMPUS ACTIVITIES

**Note: this form is *not to be used* for study abroad during the academic year!
Please contact the Center for Global Initiatives for that form.**

Guidelines for Students

As you plan your application for study, work, internship, research, travel, or other College-sponsored or College-approved activities off campus, please research carefully political situations, living conditions, and any health and safety considerations before deciding where to apply or to travel. Because students have different levels of previous experience and comfort with difference, the College believes that it is your responsibility to research the areas in which you are interested and to determine where you would feel comfortable and safe. If you are traveling abroad, the Center for Global Initiatives can provide you with helpful information to ease your transition to a foreign country.

Every student applying to or through Mount Holyoke for an off-campus program of study, research, internship, or other activity will be required to sign the attached waiver of liability form as part of the application process. You must submit the completed form before we can process or consider your application. If you are not accepted to the program or if you decide not to participate after all, the waiver will be null and void. The purpose of the waiver is to verify to the College that you are aware of and understand the potential risks of study or other travel abroad, and that you acknowledge all responsibility for decisions about where and when to travel. Of course, you should consult with your parents/guardians about your plans before you sign the form (and note that some programs will require their own waivers, with parent signatures, as well). If you defer or extend your program of study or other travel abroad, or if you are approved to participate in a program other than the one(s) listed on this form, whether in the same location or in another city or country, the terms of this agreement will continue to apply in full to any such alternate time or location. If you are applying for more than one **type** of activity (for example, a semester of study abroad, and a summer internship abroad), you will need to submit a signed waiver to the appropriate office for **each** activity. You should keep a copy of these guidelines so that you will have contact information for the resources listed below.

Please be sure to fill in all of the information required on the form; note in particular:

- **Student Name** must be your entire “legal” name, as it is registered with Mount Holyoke (do not use nicknames)
- **Address** should be your current legal address (in most cases, this will be your home address—you may not use your MHC address)
- **Day Phone** should be the phone number at which you can be reached most easily during the day, and **Eve. Phone** should be the number at which you can be reached most easily in the evening at the time you complete the form. These numbers may be cell phone numbers, and they may be the same.
- **Program** should be the name of the particular program to which you are applying. Include the name of the program if appropriate, the sponsoring organization (if it is a study abroad program, an internship, or some other organized activity), the name of the faculty member leading the trip (if it is a faculty-led program or research trip), etc., as applicable. If you are applying to multiple programs of the same type (e.g., three different internship programs), you must list each program, along with the location and dates.
- **Location** should be the city and country in which the program or activity will take place; if there is an itinerary, list all of the known locations (for example, “Washington D.C., London, Paris, Geneva, Florence, and other locations”)
- **Witness:** anyone can witness the form (another student, a staff or faculty member, a parent, etc.). The witness must provide his or her full legal name and address (not an MHC address).

Submit the form to the appropriate office along with your completed application for study or other travel abroad.

See the Center for Global Initiatives web site for a list of resources on travel and safety abroad, especially:

http://www.mtholyoke.edu/acad/programs/global/sa/health_resources.html

Mount Holyoke College
South Hadley, MA 01075

OFF-CAMPUS TRAVEL AGREEMENT AND WAIVER FORM

Please print the Following Information and Read and Sign the Following Agreement

Student Name: _____
(print your full legal name, do not use nicknames)

Address (print your full legal address, not an MHC address or P.O. box number): _____

Day Phone: _____ Eve. Phone: _____ MHC Student ID #: _____

List all programs/organization/activities to which you are applying (see cover sheet for further instructions):

Program/Organization: _____ Program/Organization: _____

Location (city & country): _____ Location (city & country): _____

Dates (day/month/year, may be approximate):
From ____/____/____ to ____/____/____

Dates (day/month/year, may be approximate):
From ____/____/____ to ____/____/____

Program/Organization: _____

Program/Organization: _____

Location (city & country): _____

Location (city & country): _____

Dates (day/month/year, may be approximate):
From ____/____/____ to ____/____/____

Dates (day/month/year, may be approximate):
From ____/____/____ to ____/____/____

Program/Organization: _____

Program/Organization: _____

Location (city & country): _____

Location (city & country): _____

Dates (day/month/year, may be approximate):
From ____/____/____ to ____/____/____

Dates (day/month/year, may be approximate):
From ____/____/____ to ____/____/____

Program/Organization: _____

Program/Organization: _____

Location (city & country): _____

Location (city & country): _____

Dates (day/month/year, may be approximate):
From ____/____/____ to ____/____/____

Dates (day/month/year, may be approximate):
From ____/____/____ to ____/____/____

Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participating in a listed Program or Trip or other off campus or related activities.

Mount Holyoke College is a non-profit educational institution. References to Mount Holyoke include its trustees, employees, volunteers, students, Student Government Organizations and participating organizations, sponsors, agents and assigns.

I freely choose to travel to, study at, or volunteer to intern at the Program, organization(s) or location(s) indicated above, for the purpose of study, developing personal business and/or social service skills and/or personal experience as may be applicable (henceforth referred to as the Program) and freely accept all the risks associated with the Program. I expressly agree that I am not an employee of Mount Holyoke, and have no employee rights or benefits including, without limitation, any workers' compensation benefits.

I understand that Mount Holyoke is not an agent of, and has no responsibility for, any third party including without limitation any sponsor or program that may provide any services, equipment, training or activities associated with the Program. I understand that, with the exception of programs that are organized by Mount Holyoke, Mount Holyoke has not reviewed, certified, or investigated the Program and makes no statement or warrantee as to the safety of said Program. If my project will take place outside the U.S., I agree to inform myself about the potential dangers of the areas I am traveling to and precautions that should be taken, including reviewing the State Department Consular Travel Information at <http://www.travel.state.gov> and the Centers for Disease Control Travelers Information at <http://www.cdc.gov/travel/> for health and immunization information.

Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself and avoiding any activity or behavior which would harm myself or others. I agree to observe the rules and practices that may be posted or advised by Mount Holyoke or the program or sponsor. I agree that if I fail to act in accordance with this agreement I may be dismissed from the Program.

Off-Campus Travel Agreement and Waiver Form (page 2)

Student Name: _____ MHC Student ID #: _____

Despite precautions, accidents and injuries can occur. I understand that the activities I may undertake may be potentially dangerous, and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment or Program participation. Therefore **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, that may occur as a result of participating in an activity or contact with physical surroundings, environment, equipment or other persons.
- Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority.
- Theft or loss of personal property during the Program or any Program related travel.
- Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
- Alteration including delay, extension or cancellation of the Program due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Program or facilities, equipment, or services in association with the Program, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that participating in this Program and use of facilities at Mount Holyoke is an acceptance of risk of injury.

Medical Treatment Authorization

I authorize Mount Holyoke to act on my behalf in any medical emergency, if applicable.

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of Mount Holyoke's support of the Program, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, **HEREBY DO FOREVER RELEASE** Mount Holyoke from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against Mount Holyoke on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the facilities, equipment, or services in association with the Program howsoever the injury is caused, including whether by the ordinary negligence of Mount Holyoke or otherwise.

In consideration of Mount Holyoke's support of the Program I, the undersigned, **COVENANT NOT TO SUE** and agree to **INDEMNIFY AND HOLD HARMLESS** Mount Holyoke from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the facilities and my use of facilities, equipment, or services in association with the Program.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Program and the use of facilities, equipment, or services in association with the Program, that I am voluntarily assuming all risks, whether known or unknown, and that I am voluntarily participating in the Program. If I defer or extend my program of study or other travel abroad, or if I am approved to participate in a program other than the one(s) listed on this form, whether in the same location or in another city or country, I understand that the terms of this agreement will continue to apply in full to any such alternate time or location.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Program and my use of facilities, equipment, or services in association with the Program, and that by this agreement I am relieving Mount Holyoke of any and all liability for such loss, damage or death.

My signature below indicates that I have read and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Mount Holyoke permitting my use of the facilities and my use of facilities, equipment, or services associated with the Program.

This agreement shall be construed and enforced in accordance with Massachusetts' law and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under Massachusetts' law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Student's Signature: _____ Date: _____ *day/month/year*

Witness Name (print your full legal name, do not use nicknames): _____

Witness Address (print your full legal address, not an MHC address or P.O. Box number): _____

Witness Signature: _____ Date: _____ *day/month/year*

Student's signature need not be notarized but must be witnessed. Anyone can witness the form (another student, a staff or faculty member, a parent, etc.).