

SAINT MARY’S COLLEGE JANUARY TERM

Release and Waiver of Liability Agreement – Independent Travel

As a member of January Term Course JAN ____ [please fill in course ID], I understand that the class will be traveling from _____ [please input dates of travel].

I have been informed by Saint Mary’s College of California (“Saint Mary’s”) of the January Term policy that states that all students must travel to and from the travel destination as a single group (“the Class”). I understand that this policy is designed for my safety. I further understand that if I wish to deviate from the policy and extend my travel either on the front or back end of the sponsored travel, I must make such request in advance.

If the circumstances are such that Saint Mary’s grants by request to make alternative travel arrangements, I will be required to sign a Release and Waiver of Liability whereby Saint Mary’s will not be held responsible for any claims, losses, damages, or other calamities arising from or related to my independent travel. If I am a minor, my parents or legal guardian will be required to sign the Release and Waiver of Liability concerning my independent travel arrangement.

I understand that travel abroad presents risks, hazards, and dangers not necessarily found when studying at the Saint Mary’s campus, and that independent travel and separation from the Class may create additional risks or create travel-related risks including, but not limited to, injury or death due to civil unrest, violence, terrorism, crime, illness, kidnapping, or political instability.

In consideration for Saint Mary’s approving my request to travel independently from the Class as described below, I hereby represent and warrant that I have made my own investigation into the risks, hazards, and dangers of traveling abroad, and have specifically considered the potential increased risk of traveling independently according to the specific departure from the Class itinerary identified below, and I hereby release and hold harmless Saint Mary’s, its trustees, officers, employees and representatives, from any and all liability arising from or related to my separate travel preceding the date and time that I join the Class or as of the date and time that I separate from the Class or embark upon my own travel, as applicable to the schedule described below.

Presently, the Class itinerary for this course is anticipated to be:

A: Outbound Trip: _____

Initial Departure: _____

Final Arrival: _____

B: Final Arrival: _____

Initial Departure: _____

Final Arrival: _____

I will not be traveling to the Course location with the Class on its arrival trip and instead will be separating from the Class as follows:

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Departure/Separation from the Class:

Date: _____

Time: _____

Location: _____

OR:

I will not be traveling home to Saint Mary's with the Class on its return trip and instead will be separating from the Class as follows:

Departure/Separation from the Class:

Date: _____

Time: _____

Location: _____

I understand and acknowledge that Saint Mary's assumes no responsibility or liability, in whole or in part, for my independent travel choices, including any delayed or changed departure or arrival time, fare changes, dishonors of hotel, airline or vehicle rental reservations; missed carrier connections; sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, war, quarantine, civil unrest, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damages to and loss of property bankruptcies of airlines or other service providers; inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever cause in connection with connection with any accommodations, restaurant, transportation or other service or for any substitution of hotels or of common carriers, with or without notice; or for any additional expense occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, Saint Mary's will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are transported at my risk entirely. If I am independently traveling in advance of the Class and I fail to join the Class on time, I understand and agree that I will not be entitled to any refund and that my grade in the Class may be affected by my absences and or failure to timely complete any tasks or assignments related to the Class.

I understand and acknowledge that if I require medical treatment or hospital care, in a foreign country or in the United States, during my independent travel and separation from the Class, Saint Mary's is not responsible for the cost or quality of such treatment or care. I agree to pay all expenses related thereto and hereby release Saint Mary's from any liability.

Signature: _____

Date: _____

Print Name: _____

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If the Student is under 18 years of age:

I am the parent or legal guardian of the minor named above and I have the legal authority to execute this release on his/her behalf, I have read the agreement and I understand its meaning. In the event of any future claim brought by or on behalf of him/her arising from or related to his/her independent travel or any other claims related to the subject matter of this release, I hereby agree to defend and indemnify Saint Mary's from and against any such claim(s). I have read this document in its entirety and I am executing it willfully, with full knowledge of its contents and with an understanding of its consequences. The contact information included below is mine. To the extent that the law allows me to waive and release any and all such claims against Saint Mary's arising from the independent travel, I agree, for myself and for the above named student, to make such release and grant such waiver and be bound by the terms of this agreement.

Parent or Legal Guardian Signature

Date

Printed Name of Parent or Legal Guardian

Contact Information (address/telephone)