

# WAIVER OF LIABILITY AND ASSUMPTION OF RISK

## Pacific School of Religion Sponsored Contextual/Cross Cultural Immersion Experience

---

(Term and Course number)

---

(Course Title)

The parties to this Release are \_\_\_\_\_ (Student), and Pacific School of Religion. The Student has chosen to participate in the \_\_\_\_\_ (hereafter "Program") during the \_\_\_\_\_ (time period).

**Assumption of Risk.** Student understands and agrees that national and international 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. In particular the Program may involve

---

*(elaborate on specifics risks of program and locale).*

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 Programs or separate from it, will be considered to have been undertaken with Student's approval and understanding of any all risks involved.

**Adherence to Standards.** Student understands and agrees to abide by all policies, rules, and regulations of Pacific School of Religion and all rules, regulations and laws of the respective countries to be visited. Student further agrees to obey all rules, directions and precautions issued by Pacific School of Religion or its representatives, by any associated individuals, institutions, or organizations.

**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 activities. Student understands that, in its sole discretion, Pacific School of Religion 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 behaviors by Student deemed detrimental to the best interests 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 Pacific School of Religion be required to make any refund to Student.

**Release of Claims.** In consideration of Pacific School of Religion accepting Student into the Program, Student, his/her heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge Pacific School of Religion, 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 recognized 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 intention or negligent acts or omission 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.

**Program Participation.** Student understands and agrees to attend and participate in all activities that are part of the Program. Student understands that failure to do so may result in the reduction of grade, including the possibility of course failure, termination from the Program, or both.

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

**Program Modification and Cancellation.** Pacific School of Religion 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 provision or applications of this release which can be given effect without the invalid provision 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 California.

**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 statements, 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.

Date: \_\_\_\_\_ Student: \_\_\_\_\_

Date: \_\_\_\_\_ Witness: \_\_\_\_\_