

Summer in Italy Program

APPLICATION FORM #8: RELEASE, ASSUMPTION OF RISK AND COVENANT NOT TO SUE, continued from and in addition to document #7.

I, _____ (*name as it appears on your passport,*) am a student at Emory University or at another institution of higher learning : _____.

I understand that Emory University does not warrant (or guarantee) in any respect the competency or mental or physical condition of any person associated with my travels abroad or the physical condition of any facility or equipment used in connection with my travel abroad.

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE PROGRAM, I ACKNOWLEDGE AND VOLUNTARILY ASSUME ALL RISKS OF DAMAGES OR INJURY, INCLUDING DEATH, THAT I MAY SUSTAIN OR THAT MY PROPERTY MAY SUSTAIN WHILE I PARTICIPATE IN THE PROGRAM, ALONG WITH ANY TRAVEL TO OR FROM THE PROGRAM OR THE PROVISION OF TRANSPORTATION TO OR FROM THE PROGRAM.

Further, I hereby release, relieve, covenant not to sue and forever discharge, defend, indemnify and hold harmless Emory University and its trustees, officers, agents, employees, students and volunteers of any and for all claims, demands, rights, liabilities, losses, expenses and causes of action of whatever kind or nature, including but not limited to negligence, unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from the Program or any travel incident thereto.

I expressly agree that the terms of this Release, Assumption of Risk and Covenant Not to Sue (“Release”) shall be binding upon me and my heirs, executors and assigns, and all members of my family. I expressly agree that this Release shall be governed and interpreted in accordance with the laws of the State of Georgia without regard to conflict of law principles. I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT, IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS RELEASE IS HELD TO BE INVALID BY ANY COURT OF COMPETENT JURISDICTION, THE INVALIDITY OF SUCH CLAUSE OR PROVISION SHALL NOT OTHERWISE AFFECT THE REMAINING PROVISIONS OF THE RELEASE.

IN SIGNING THIS RELEASE, ASSUMPTION OF RISK AND COVENANT NOT TO SUE, I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS ENTIRE DOCUMENT AND ITS ATTACHMENT, THAT I UNDERSTAND AND AGREE TO COMPLY WITH ITS TERMS, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Signature

Date

Print Name