



ASSUMPTION OF RISK AND RELEASE

This is a release of your legal rights, please read and understand this document before signing.

1. **Risks of Travel and Study Abroad:** I, the Participant, desire to participate in the _____ program to _____ to be held from ___/___/___ through ___/___/___ . **I am 18 years of age or older and am fully competent to sign this *Assumption of Risk and Release* and I fully intend to be bound by it.** I understand there are inherent risks of international travel, such as foreign political, social and economic conditions, including those risks described at the United States Department of State website <http://travel.state.gov>, and different standards of health and safety, which could cause serious illness or mortal injury and damage to, or loss of, property involved in my traveling to, from and within foreign countries, and in any independent research or activities that I may undertake as a Participant in the Program. I am willing and agree to accept these risks.

I understand that the Fashion Institute of Technology (FIT) does not require me to participate in the Program. However, I want to do so, despite any potential risk and despite the Program's requirement that I sign this Assumption of Risk and Release.

I understand that neither FIT nor the State University of New York (SUNY) represents or acts as an agent for or can control the acts or omissions of any host institution or organization, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that FIT and SUNY are not responsible for matters beyond their control.

2. **Health and Safety:** I have arranged through medical insurance or otherwise to meet any and all needs for payment of medical costs while I participate in the Program, including, but not limited to, the costs of emergency transportation or evacuation. I assume all risk and responsibility for my medical or medication needs and agree that neither FIT nor SUNY has the authority or responsibility for the furnishing, cost or quality of any such medical treatment or care.

3. **Standards of Conduct:** I understand that every foreign country has its own laws and standards of acceptable conduct, including those concerning drug use, dress, politics and behavior, and that as a visitor, I will be subject to those laws and standards. I also understand that conduct that violates those laws and standards could be detrimental to FIT and the Program, as well as to my own health and safety. Therefore, before participating in the Program I will inform myself of such laws and standards for every country in which the Program conducts activities. Furthermore, during my participation in the Program, I agree to abide by those laws and standards.

In addition, I will comply with FIT's rules, standards, policies and instructions for student behavior, in addition to any rules, standards, policies and instructions given by the host institution or organization.

If I become separated from the Program or fail to follow instructions to meet for a scheduled transportation connection, I will be responsible to contact and reach the Program at its next destination at my own cost and expense. I waive and release any claims against FIT that may arise when I am not under the direct supervision of FIT or that are caused by my failure to remain under its supervision or to comply with FIT's rules, standards, policies and instructions.

I agree that FIT has the right to enforce the standards of conduct described above, and that FIT may impose restrictions and sanctions, including expulsion from the Program, for violating these standards or for any behavior detrimental to the interest or welfare of FIT, the Program or other participants. I understand that if I am expelled from the Program while I am abroad, I will be responsible for my own transportation costs and will receive no refund whatsoever.

4. **Program Changes:** I understand that FIT may be required to make changes in the Program in the best interest of the Program, including changes and deletions in the itinerary or offerings of the Program. I accept all responsibility for additional expense, if any, due to delays or other changes to the Program in the means of transportation or other services, or due to sickness, weather, strikes or other unforeseen causes. In the event that I do not have sufficient funds on hand to cover the cost of additional expense due to Program changes, and if FIT or the Program loans me monies or incurs special expense on my behalf, I agree to make immediate repayment upon my return. I understand that program costs and/or tuition and fees furnished by FIT or the host institution may be changed without prior notice; I will be responsible for payment(s) on or before the assigned due dates.

5. Release of Claims: Knowing the dangers, hazards and risks inherent in the Program, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs and personal representatives, to assume all risks and responsibilities concerning my participation in the Program. To the maximum extent permitted by law, I release, hold harmless, indemnify and agree not to sue FIT, SUNY, the Department of Education of the City of New York and the City of New York, their trustees, officers and employees (the "Releasees"), from and against any and all liability for any harm, injury, damage, claim, demand, action, costs and expenses of any nature, including reasonable attorney's fees, that I may have or that may accrue to me, arising out of or related to any loss, damage or injury, including, but not limited to, suffering and death, that may be sustained by me or for which I may be liable to any other person, during or in connection with my participation in the Program, including transit to, from or within any country where the Program is being conducted.

I expressly intend that this Assumption of Risk and Release shall bind my spouse and members of my family, if I am alive, and my estate, family heirs, administrators, personal representatives and assigns, if I am deceased, and shall be deemed a release, waiver, discharge and covenant not to sue the above-named Releasees.

Before signing this document, I have read and fully informed myself of its contents. I understand that, prior to signing this document, I have the right to consult with an advisor or attorney of my choice. No oral representations, statements or inducements have been made. I sign this document voluntarily.

This Assumption of Risk and Release shall be construed in accordance with the laws of the State of New York.

AGREED TO:

Participant's Signature before a Notary Public

Print Name

Address

Date

NOTARY AUTHORIZATION:

VENUE: State of: _____ County of: _____
JURAT:

Subscribed and sworn to before me this _____ day of _____

By: _____

Notary's Signature: _____ **Date:** _____
(Official Seal or Stamp)