**LYON COLLEGE INTERNATIONAL PROGRAM**

 **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK**

**AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Participant”), (or on behalf of my minor child) hereby acknowledge that I have (or may during this Academic Year) voluntarily elected to participate in the “Program,” *[INSERT NAME AND DESCRIPTION OF PROGRAM]*,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be held in and around *[LOCATION]*,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from *[DATE]* to *[DATE].* \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_ I acknowledge that my participation is elective and voluntary.

It is Lyon College’s (“Lyon”) policy that individuals will not be permitted to participate in this Program involving international travel unless he or she is willing to accept the associated risks and execute this waiver of liability pertaining to those risks.

In consideration for being permitted by Lyon to participate in the Program involving international travel and, if applicable, inherently dangerous activities, I hereby acknowledge and agree to the following:

**PROMOTIONAL RIGHTS:** As a condition of my participation, I hereby grant Lyon the right to use, for promotional purposes only, any photographs of me taken by Lyon, its employees or agents, during my participation in the Program. I further understand and agree that Lyon may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program.

**RULES AND REQUIREMENTS:**  I agree to conduct myself in accordance with individual and group rules for the and standards for the Program established and provided to me by Lyon and my overseas host institution(s), including, but not limited to, Lyon’s Honor Code and Social Code. I acknowledge that Lyon has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group or Lyon, my conduct violates any rule or standard of the Program, or at Lyon’s discretion.I understand that in the event my participation in the Program is terminated, I will be solely responsible for the cost of return travel.

I agree to obey the laws of any country I visit under the auspices of the Program, and I understand that I alone will bear the consequences of my failure to do so. I understand also that legal drinking ages in other countries may be less than 21; that I alone will be responsible for my consumption and behavior; and that effects of drinking do not excuse me from scheduled class activities.

I understand that I am encouraged to report all crimes and public safety incidents that take place while I am participating in the Program to the Director of International Education I further understand that I have the option of confidential reporting to Lyon’s Chaplain or professional counselor.

**INFORMED CONSENT& ASSUMPTION OF RISKS:** I have been informed of and I understand the various aspects of the Program, including the risks but not limited to the fact that the Program will be held in and around the location of my program. I acknowledge and assume the following risks, collectively referred to as Program Risks:

 **Risks of Travel Outside the U.S.**

I understand and assume the risk that there are potential dangers incidental to my participation in the Program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, illness, or even death. I understand that these potential risks include, but are not limited to, travel within and from the location of my program including but not limited to foreign political, legal, social, and economic conditions, language barriers, safety hazards, crime, disease, consumption of food, civil unrest or hostilities, terrorism, war, natural disasters and weather conditions, and negligent first aid operations or medical treatment and other risks that are unknown at this time. Certain risks are inherent to personal health, safety and/or property when traveling and when traveling abroad. I understand and assume the risk that serious injuries or illness could occur during participation in this Program and that as a Participant, I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only Lyon’s actions or inactions, but the actions, inactions, negligence or fault of others and that there may be other risks not known to me or not reasonably foreseeable at this time.

**Risk Based on Program Alteration/Cancellation:** I understand that, and assume the risk that, Lyon, in its sole discretion, may cancel the Program, or that there may be some other alteration of the Program, including delay, extension or cancellation, due to natural disaster, civil unrest, war, terrorist attack, medical quarantine and related concerns, or any other disturbances or causes. I further understand that in the event Lyon cancels the Program, it may require that I return to the United States.

**Risk Based on Certain Program Activities:** I further understand and assume the risk that serious injuries could occur during my participation in the Program and that as a Participant I could sustain personal injuries, property damage, or even death as a consequence of my participation in extracurricular and co-curricular activities, travel on local transportation to and from the program site or to and from the sites of program activities, and international travel to and from .

**Risk Based on Incidental Travel & Lodging:** I am aware of and assume the risks and dangers associated with travel to, in and around the Program siteduring my participation in the Program, as well as with any activities I undertake which are not associated with the Program or sponsored or controlled by Lyon, such as independent travel during free periods, periods of time extending beyond the termination of the Program, or other periods in which I am not participating in Program activities. I further understand and assume the risk that Lyon is not responsible for any illness, injury or damage that I sustain if I travel independently or am otherwise separated or absent from Lyon-sponsored activities. I acknowledge and assume the risk that I am solely responsible for any legal problems I encounter with any foreign nationals or government, and that Lyon is not responsible for providing any assistance in those circumstances.

**Risks Noted by the US State Department and CDC:** I understand and hereby acknowledge that I have carefully reviewed and fully understand the directives and recommendations, including recommendations concerning immunizations and medicines (hereinafter “recommended immunizations”) for travel to, in and around the Program location, provided by:

* The United States Department of State, which issues Travel Advisories, Travel Alerts and Country Specific Information at: https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html;
* The World Health Organization <http://www.who.int/csr/alertresponse/en>; and
* The Centers for Disease Control, via the International Travelers Hotline at 1-877-FYI-TRIP (1-877-394-8747) or at <http://www.cdc.gov/travel>.

If applicable, I am aware and understand that the Program involves travel to a location which is currently subject to a travel advisory by the United States Department of State. I have also read and understood the United States Department of Consular Information Sheet about the country or countries to which I am traveling, available at http:travel.state.gov. I have read and understand this travel advisory and am voluntarily choosing to participate in the Program at my own risk, despite these travel advisories.

I certify that I have educated and informed myself via the Centers for Disease Control website about diseases, illnesses, and other health concerns that may result from living and traveling in the program location. I understand and assume the risk that I may contract certain diseases including, but not limited to:

*[SPECIFY AS APPLICABLE:*  e.g, malaria, side effects of malaria drugs, typhoid fever, cholera, Hepatitis B, Hepatitis A, encephalitis, tetanus and diphtheria, polio, measles, mumps, rubella, Covid-19, tuberculosis and the plague.*]*

I further acknowledge and assume the risk that at times during the Program I may be many hours from the nearest medical care or treatment, that available medical treatment may not equate with the level of care available in many U.S. hospitals, and that these conditions and the remoteness of some of my travel in my host country may subject me to additional risks of injury, disease, death or damage to my personal property; and, that any injuries, illness or damage I do sustain may grow more severe or lead to my premature death due to the remoteness of the location, the lack of quick access to quality medical care in some instances, and/or the poor quality of the roads or available transportation in some areas.

**I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH PROGRAM RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES (AS DEFINED HEREIN), UNLESS THEY SOLEY ARISE FROM THE RELEASEES’ INTENTIONAL MISCONDUCT OR GROSSLY NEGLIGENT OR NEGLIGENT ACTS,** and I assume full responsibility for my participation in the Program.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Lyon, including its governing board, trustees, directors, officers, employees, and any Participants, agents or volunteers acting at Lyon’s direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including reasonable attorneys' fees), arising from any injury, damage, Illness or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, DAMAGE, ILLNESS OR DEATH IS CAUSED SOLELY BY THE RELEASEES’ NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE, ILLNESS OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT, INCLUDING OVERNIGHT STAY, TO OR FROM THE PREMISES WHERE THE PROGRAM IS LOCATED, OR ANY OTHER ADJUNCT LOCATION WHERE THE PROGRAM OCCURS OR IS BEING CONDUCTED.**

I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

Lyon expressly disclaims liability for actions of third parties, which includes but is not limited to Participants, agents or volunteers who are not acting under the direction and control of Lyon. I, hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including reasonable attorneys' fees), arising from any injury, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including reasonable attorneys' fees), arising from any injury, damage, illness or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE, ILLNESS OR DEATH IS SOLELY CAUSED BY THE RELEASEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, gross negligence or intentional misconduct during or related to the Program, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES) to the fullest extent permitted by Law.**

**RESPONSIBILITY FOR REPORTING INJURIES:** I acknowledge that I must be an active participant in my own healthcare and as such, it is my responsibility to report all injuries and illnesses, including signs and symptoms of concussions, to Lyon’s Director of International Education. I hereby affirm that I have fully disclosed in writing any prior medical conditions and will also disclose any future conditions to Lyon’s Director of International Education.

**MEDICAL CONSENT:** I understand and agree that Releasees may not have medical personnel available at the location of the Program nor while traveling for the Program. In the event of any medical emergency, I authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that Lyon personnel deem necessary for my health, safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I further understand that in the event that I experience any condition requiring emergency medical treatment, Lyon may direct that I be transported to the hospital for such care.

CERTIFICATION OF HEALTH AFTER THE PROGRAM: I hereby agree that if I refuse the recommended immunizations for travel associated with the Program, I may not be permitted to return to campus after participating in the Program until I provide appropriate medical documentation which certifies that I am not a carrier of malaria, typhoid fever, cholera, Hepatitis B, Hepatitis A, encephalitis, tetanus and diphtheria, polio, measles, mumps, rubella, tuberculosis, the plague or other applicable diseases. I understand that my failure to provide this documentation may result in my inability to return to Lyon.

OFF-CAMPUS INDEPENDENT HOUSING: I hereby agree that if I elect housing independent of that offered by Lyon for the Program, the following conditions apply:

* Neither Lyon nor the Program can provide assistance with said housing.
* I will be solely responsible for all aspects of said housing and any risks associated with the same, including the signing of a lease and assumption of any related legal responsibilities; payment of rent; payment of deposits; payment of utilities, telephone, and damages incurred to the property and my possessions.
* Repairs, any special housing arrangements, and bills are my sole responsibility to negotiate with the landlord/building owner.
* For security reasons, I will inform the Program staff and Lyon in writing (email is acceptable) of my off-campus address and phone number in case there is a need to reach me at my off-campus housing.
* I agree to check in (by email or phone) with Lyon’s Director of International Educationat least once every 7 days to inform them of my progress in the Program.
* I understand that my failure to comply with the conditions of independent housing may result in disciplinary action. In such an event, the Program and/or Lyon will require me to live in housing arranged for the Program. In such event, I am responsible for all costs related to the cancelling of independent housing arrangements.

I understand and assume the risk that by choosing to live in independent housing not selected by the Program that I am solely responsible for security of myself and my property and for my personal safety. I further acknowledge and understand that, while I choose to live in independent housing, Releasees are not responsible for my personal safety or security or the security of my property. In consideration of permission for me to continue in Lyon’s Program while living in independent housing of my own selection, I hereby release and discharge Releasees from liability for any injury or damages of any nature related to or which may arise from my decision to live in independent housing and my choice of independent housing.

**General Data Protection Regulation Notice:** I hereby give consent to Lyon to collect personal data necessary for Lyon to carry out administrative and other activities related to my participation in the Program. I hereby consent to Lyon’s collection and processing of the following categories of information: Academic, Financial, and Medical. I hereby acknowledge and agree to the following:

* Lyon is collecting and processing the personal data identified above for the sole purpose of facilitating my participation in the Program.
* For purposes of the Program, Lyon’s data protection officer is the Director of International Education who is available at 870-307-7229.
* Only individuals directly involved in administrative and other duties necessary for operation of the Program and my participation in the Program will have access to the categories of data identified above.
* Lyon will not transfer or otherwise disclose the personal data identified above except as necessary to facilitate my participation in the Program.
* Lyon will retain the personal data identified above for five years.
* I acknowledge that I may request rectification or deletion of any of the personal data identified above at any time. I acknowledge that any such request may affect my participation in the Program, up to and including preventing me from participating in the Program.
* I acknowledge that I may withdraw my consent to share the personal data identified above with Lyon at any time. I acknowledge that any such request may affect my participation in the Program, up to and including preventing me from participating in the Program.
* I acknowledge that Lyon is collecting and processing the personal data identified above in order to allow me to participate in the Program and for no other purpose.
* I acknowledge that I have a right to lodge a complaint regarding Lyon’s compliance with the General Data Protection Regulation with the relevant EU member state’s supervisory authority.
* I acknowledge that Lyon will not use automated processes to make decisions regarding the collection, processing, distribution, or retention of the personal data identified above.
* The provisions of this acknowledgement, notice, and waiver apply only with regard to my participation in the Program. If any of the personal data identified above has been provided to Lyon in another capacity, these acknowledgements and rights do not apply to the collection, processing, distribution, or retention of such data.

**NON-EMPLOYEE STATUS:** I understand and acknowledge that in participating in the Program, I am doing so independently and that I am not an employee or agent of the Lyon. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from Lyon for my participation in the Program.

**CHANGE OF VENUE:** Lyon reserves the right to change the Program venue to a similar venue and/or to change the dates of the Program if the original venue is not available on the originally planned date. Such change of venue or schedule shall not void this Agreement.

**CHOICE OF LAW:**  I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Arkansas.

**SEVERABILITY:**  If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

[SIGNATURES ON FOLLOWING PAGE]

**I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.** **I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.**

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

 (Signature)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed Name of Participant)

**Signature of Parent/Guardian for Participants Who Are Minors:**

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.**

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

 (Signature of Parent or Guardian)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed Name of Parent or Guardian)

**Received by:**

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

 (Signature)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed Name of Institution Official)

**EMERGENCY CONTACT FORM**

The information provided on this form will allow your emergency contact to be quickly informed in the case of an emergency and alleviate unnecessary concern. The information you provide is voluntary.

**Personal Details**

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Person to Contact in an Emergency**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alternate Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_