

Dartmouth College Travel-Based Programs
PROGRAM ACKNOWLEDGEMENT, RELEASE AND INDEMNIFICATION AGREEMENT

Student Name: _____
Travel-Based Program: _____
Program Contact/Leader: _____

Dates or Term of Travel: _____

Instructions:

By signing below, you are acknowledging that there may be certain risks associated with the program described above and related travel (the “Program”) and agreeing that you will undertake certain responsibilities in connection with the Program. Please read it carefully before signing and submitting to the Program Contact/Leader. *If you are under the age of 18, this Program Acknowledgement, Release and Indemnification Agreement must also be signed by your parent or legal guardian.*

Program Agreement:

In consideration of my participation in the above-referenced Program (including without limitation the receipt of funding and/or credit in connection with the Program), I hereby acknowledge and agree to the specific requirements and expectations outlined below:

1. Program-Specific Requirements

I will:

- Attend mandatory pre-departure sessions as required by the Program Contact/Leader (if any);
- Register my travel plans in the [Global Dartmouth Travel Registry](#) prior to departure;
- Register my travel plans and emergency record with International SOS (ISOS) prior to departure (details on the [Global Dartmouth](#) website);
- Complete the entire Program in accordance with any local/host institution, Dartmouth and/or other Program-specific standards of performance and behavior;
- For research-related Programs, secure both Dartmouth and local/host institution Review Board (IRB) approval as required prior to the start of research (contact your PI for more information);
- Secure any governmental or other approvals needed to conduct the Program (including without limitation any required visas – see [Global Dartmouth U.S. and Outbound Visa Services](#) for more information);
- Notify the Program Contact/Leader if problems are encountered that impede ability to complete the Program (denied visa, illness or injury, lack of support on the ground, etc.);
- Complete any mid-term online or other Program check-in required by the Program Contact/Leader or local/host institution; and
- Upon completion of the Program, submit any required final report to the Program Contact/Leader or local/host institution.

2. General Requirements

I will:

- Abide by Dartmouth policies and community standards and codes of conduct;
- Abide by local and national laws and the rules and regulations of local/host institution;
- Exercise good judgement and personal responsibility when making decisions that could impact the health, safety, or well-being of self or others;

- Prepare for the cultural context in the Program location and seek out appropriate resources to aid in skills development and transitions off-campus;
- Where Dartmouth funds have been awarded to support the Program, budget and spend responsibly (depending on sponsoring Dartmouth department procedures you may not be required to keep receipts or track expenses, but be mindful that the funds awarded for the specified purpose of undertaking this Program are intended to last for the duration of the stay);
- Act with acknowledgement that you will be perceived in the host community as a representative of the values of Dartmouth; and
- Familiarize myself and abide by the [Dartmouth IT Security Guidelines While Traveling Internationally](#).

3. Ability to Participate

I understand that to be eligible for participation in the Program, I must be in good academic and disciplinary standing with Dartmouth. If my standing changes prior to or during the Program, I will notify the Program Contact/Leader immediately. I understand that if I violate any of the requirements or expectations noted in this General Acknowledgement and Release, I may be subject to disciplinary action, may be considered in default of any funds awarded to support the Program, and may be required to return such funds to Dartmouth. I further acknowledge that Dartmouth reserves the right to suspend my travel experience and/or the Program at any time due to changing safety situations or violations of the terms of this Program Acknowledgement, Release and Indemnification Agreement.

4. Voluntary Participation and Assumption of Risk

I acknowledge and agree that I have committed to undertake the Program and Program-related travel voluntarily in connection with my status as a student at Dartmouth. Where the Program consists of an independent study or similar independently developed project, I acknowledge that Dartmouth College has not made, and has no obligation to make, any investigation of the safety or feasibility of my proposed Project.

I am aware of and agree to accept and assume the risks of participating in the Program, which may involve risks of personal injury, property damage, and other risks associated with traveling. For example, some of these risks may involve but are not limited to the following, which may not be foreseeable:

- travel safety with various modes of transportation;
- the nature of accommodations;
- handling of baggage;
- exposure to disease;
- authority of foreign government and application of foreign laws;
- fluctuating currency rates;
- restrictions on visas, passports, and customs; and
- theft, assault, terrorism.

I freely agree to assume all such risks in connection with this Program.

5. Release of Liability and Indemnification for Independent or Optional Activities

WHERE THE PROGRAM CONSISTS OF AN INDEPENDENT STUDY OR SIMILAR INDEPENDENTLY DEVELOPED PROJECT, AND IN THE EVENT OF INDEPENDENT TRAVEL, OPTIONAL ACTIVITIES, OR SOJOURNS THAT I MAY UNDERTAKE DURING OR COINCIDENT WITH ANY TRAVEL-BASED PROGRAM, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE TRUSTEES OF DARTMOUTH COLLEGE, ITS OFFICERS, EMPLOYEES,

SUBCONTRACTORS, AFFILIATES, AGENTS, AND/OR OTHER REPRESENTATIVES, AND ANY OF ITS OR THEIR SUCCESSORS OR ASSIGNS (“RELEASEES”) FROM ANY AND ALL LIABILITY OF ANY TYPE, INCLUDING WITHOUT LIMITATION ANY CLAIMS OR CAUSES OF ACTION FOR ANY LOSS, DAMAGE TO PROPERTY, FINANCIAL LOSS, PERSONAL INJURY, AND/OR DEATH ARISING OUT OF OR IN ANY WAY RELATED TO ANY SUCH INDEPENDENT OR OPTIONAL ACTIVITIES OR SOJOURNS, WHETHER RESULTING FROM THE NEGLIGENCE OF RELEASEES OR FROM ANY OTHER CAUSE.

I FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, PENALTIES, FINES, OR EXPENSES OF WHATEVER KIND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION HEREUNDER, AS WELL AS ANY COSTS OF PURSUING OR DEFENDING AGAINST ANY INSURANCE PROVIDERS (“LOSSES”), WHICH MAY BE INCURRED BY ANY RELEASEE WHICH ARISE OUT OF OR ARE IN ANY WAY RELATED TO ANY SUCH INDEPENDENT STUDY OR SIMILAR INDEPENDENTLY DEVELOPED PROJECT, OR ANY INDEPENDENT TRAVEL OR OPTIONAL ACTIVITIES OR SOJOURNS THAT I MAY UNDERTAKE DURING OR COINCIDENT WITH ANY TRAVEL-BASED PROGRAM. IN ADDITION, IF I AM A MINOR, THE BELOW-NAMED PARENT OR LEGAL GUARDIAN AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES FROM AND AGAINST ANY LOSSES RELATING TO ANY CLAIMS THAT I MAY MAKE AGAINST RELEASEES AFTER I REACH THE AGE OF MAJORITY.

6. Governing Law

All matters arising out of or relating to this Program Acknowledgement, Release and Indemnification Agreement shall be governed by and construed exclusively in accordance with the laws of the United States of America and the State of New Hampshire without giving effect to any choice or conflict of law provision or rule (whether of the State of New Hampshire or any other jurisdiction). Any claim or cause of action arising hereunder may be brought only in New Hampshire state court located in Grafton County or, if jurisdiction is present, the United States Federal District Court located in Concord, New Hampshire.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS OF THIS PROGRAM ACKNOWLEDGEMENT, RELEASE AND INDEMNIFICATION AGREEMENT, INCLUDING WITHOUT LIMITATION THE RELEASE OF LIABILITY AND INDEMNIFICATION PROVISIONS, PURSUANT TO WHICH I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Student Signature

Date

BY SIGNING BELOW, I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR STUDENT FIRST NAMED ABOVE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS PROGRAM ACKNOWLEDGEMENT, RELEASE AND INDEMNIFICATION AGREEMENT, INCLUDING WITHOUT LIMITATION THE RELEASE OF LIABILITY AND INDEMNIFICATION PROVISIONS, AND AGREE THAT BOTH THE STUDENT AND I SHALL BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

Printed Name of Parent or Legal Guardian

Signature

Date