

Bowdoin College

Assumption of Risk and Release and Indemnification Agreement for Students Participating in Approved Off-Campus Study

Fall 2021; Academic Year 2021-2022

The U.S. Department of State issues travel advisory levels advising Americans on how to proceed with their travel plans to a particular country or parts of that country. The United States Center for Disease Control has issued a Level 1 through 4 Traveler's Health Advisory cautioning against certain international travel due to the global impact of COVID-19. The U.S. Department of State recently announced that it would follow U.S. Center for Disease Control Health Advisory levels when assessing travel advisory levels related to COVID-19. As a result, as of April 19, 2021, the majority of all countries have a State Department Travel Advisory Level of 4. Students should carefully consider the CDC's and the State Department's travel advisories prior to planning international travel and should also consider individual program, country and travel requirements related to COVID-19. Additionally, the College will not approve off-campus study to countries with a State Department Travel Advisory Level 4 where the assessed threat is unrelated to COVID-19. Provided all requirements, including completion of this Release and full vaccination for COVID-19, are met, the College will approve off-campus study to countries with a Travel Advisory Level 4 where the threat is related to COVID-19. All Bowdoin students, regardless of nationality, who intend to study abroad during the Fall 2021 semester or Academic Year 2021-2022 are required by the College to complete this form ("Release") to ensure that they and their parent(s) or guardian(s) are aware of the risks and of their personal responsibility for the risks. Bowdoin's approval of participation in the off-campus study program for transfer credit will not be granted unless this form is signed by the student and a parent/legal guardian. The signed form must be returned to Bowdoin's Off-Campus Study Office. Additionally, all students, including students who intend to study away during the Fall 2021 or 2021-2022 Academic Year, are required to be fully vaccinated for COVID-19 pursuant to the College's policy announced on April 16, 2021. Students must be fully vaccinated by August 13, 2021 or by the date they will depart the United States to participate in the program, whichever is earliest.

The undersigned student ("Student"), and their undersigned parent(s) or guardian(s), acknowledge and agree to the following: They have read any U.S. Department of State Travel Advisory for the countries in which the student will travel; the U.S. Embassy's COVID-19 Information; and the Centers for Disease Control and Prevention country specific advisory all of which make recommendations about travel. In spite of these warnings and acknowledging that new or additional warnings may be issued and that CDC and State Department advisory levels may change at any time, they have voluntarily and on their own initiative elected for Student to pursue studies on an approved study away program for the Fall 2021 semester or the Academic Year 2021-2022 ("Program").

1. They understand and acknowledge that Student's participation in the Program may involve risks not found in study at Bowdoin College's campus. They understand and acknowledge that these may include, but are not limited to, risks involved in and from: Student traveling to and within, and returning from, one or more foreign countries,

including accidents, unsafe conditions, and travel disruption; different political, legal, social, law enforcement, and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; different standards as to the availability and provision of medical care; different weather conditions; and insects, infectious disease, injury, illness, and crime.

2. They also understand and acknowledge that while participating in the Program and living abroad Student may experience risks and/or differences relating to educational systems, academic expectations, recognition of civil rights, lack of accessibility and accommodations for persons with disabilities, alcohol and drug use, relationships and gender issues.
3. They have made their own inquiry and investigation into such risks and/or differences and are willing to accept them as a condition of Student's participation in the Program. They acknowledge that Student's participation in the Program is wholly voluntary. They understand and acknowledge that although Bowdoin College has approved the Program for the transfer of credits, the College is not in a position to prevent any injury, illness, inconvenience, loss or harm that they may suffer by virtue of Student participating in the Program, and they are not relying on the College or any of its employees or agents to do so.
4. They understand and acknowledge that Bowdoin College does not administer this Program, and Bowdoin College does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, place of lodging, tour organizer or other provider of goods and services in connection with the Program.
5. They have read and understand the Program's COVID-19 procedures and protocols, if any, and further understand Bowdoin College has not evaluated or approved the same. They are solely responsible for evaluating the adequacy of the Program's COVID-19 response plan, if any.
6. They understand that foreign travel carries significantly heightened risks due to the ongoing COVID-19 pandemic, and that the United States Center for Disease Control and the U.S. State Department have issued a Health Advisory and Travel Advisory, respectively, for the host country due to the global impact of COVID-19. Risks currently associated with participation in international study abroad programs such as the Program include, but are not limited to:
 - a) potentially contracting the SARS-CoV-2 coronavirus, including genetic variants thereof, or associated diseases (including without limitation COVID-19) (collectively, "COVID-19");
 - b) being placed in indefinite quarantine by the host country upon arrival and/or upon return to the United States or Student's home country;
 - c) being placed in indefinite quarantine and/or subjected to required testing and/or other measures imposed by the host country in the event of exposure to COVID-19;
 - d) impacts of restrictions imposed by governmental authorities that may impede conduct of the Program or related activities;

- e) Student being limited in mobility due to program or government guidelines, inability to travel and/or return to the United States or Student's home country when and how Student would prefer; and/or
 - f) illness, injury or travel impediments associated with civil unrest resulting from COVID-19 outbreak and/or governmental responses thereto.
7. The foregoing risks may also jeopardize Student's ability to complete an entire full-time semester enrollment (among other things, this may result in loss of financial aid and loss of Student's ability to earn any credit for Program coursework); the possibility that travel restrictions, lockdown, hospitalization or other restrictions involving social distancing may impede plans abroad or result in a compromised academic program; and the possibility of required emergency return to the United States or Student's home country on short notice, resulting in additional personal expenses to the undersigned for flight changes, new flight arrangements, and/or other travel expenses. The undersigned acknowledge that Student will not be able to enroll in coursework at Bowdoin College for the Fall 2021 semester once fall semester classes begin on September 1, 2021 or the Program start date, whichever is earlier, regardless of whether Student is able to complete full-time enrollment in the Program. Further, permission to enroll in coursework at Bowdoin College within the referenced deadlines will be subject to College housing and course capacity and is not guaranteed. The undersigned further acknowledge that Bowdoin College is not obligated to and will not provide financial assistance for any required flight changes or other expenses to which they may be subject as a result of the aforementioned or other risks, and that refunds (if any) pertaining to tuition, room and board, and other Program costs are determined solely by the Program provider and not by Bowdoin College. The undersigned understand that the scope of the COVID-19 pandemic, the manner in which COVID-19 is transmitted, the timing, scope and location of possible surges in outbreaks of COVID-19, and the locations and activities creating risk of contracting COVID-19 are not yet fully known, and as a result the foregoing description may not fully identify the risks associated with Student's participation in the Program.
8. The undersigned understand that these and other factors may create direct risks to them including, but not limited to, risks of personal and/or bodily injury, death, loss or damage of personal property, and significant financial expense. They understand that it is their responsibility to evaluate the known risks, and consider the possibility of unknown risks, associated with participation in the Program, and to not participate in the Program if they deem the associated risks to be too high. To the extent that they choose for Student to participate in the Program, the undersigned assume all risks inherent thereto, including but not limited to those described above. In consideration of Bowdoin College's willingness to accept transfer credit if Student successfully completes the Program, the undersigned Student and parent(s) or guardian(s) for themselves and anyone who may claim through them or on their behalf, including their heirs, executors, personal representatives, administrators, legal representatives, assignees, and successors in interest (collectively, "Releasers") release, hold harmless and indemnify Bowdoin College and its trustees, officers, employees, agents, contractors and representatives (the "Released Parties") from and against any and all losses, liabilities, claims, demands, actions, suits, causes of action, damages, costs and expenses, **INCLUDING ANY PAST, PRESENT**

OR FUTURE CLAIMS ARISING DIRECTLY OR INDIRECTLY FROM THE NEGLIGENT ACTS OR OMISSIONS OF ANY OR ALL OF THE RELEASED PARTIES (collectively, "Claims") Releasors may have now or in the future, and agree not to sue any or all of the Released Parties for any such Claims, including, but not limited to Claims for personal injury, illness, death, property damage, expenses or other consequences arising out of or in any way associated with the undersigned Student's participation in the Program, including but not limited to any and all travel incident to Student's participation in the Program. In the event any Releasor asserts any claim in contravention of this Release, the asserting party shall be liable for the expenses (including legal costs and attorneys' fees) incurred by the other party or parties in defending any such claim, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence.

9. The undersigned acknowledge that they have read, understand, and agree to the above statements, and that if they are unable to do so, for whatever reason, they have had them read to them and acknowledge and agree that the individual so doing has read and/or translated the statements truthfully and in their entirety. The undersigned understand and agree that this Release is to be as broad and inclusive as is permitted by the laws of the State of Maine, that if any portion of this Release is held invalid, the remaining terms shall continue in full force and effect and that this Release may not be modified orally. The undersigned also acknowledge that they are each of the specific legal age in their State of domicile to bind them to this Release. The undersigned agree that this Release has been executed on behalf of them, their heirs and assigns, and has been made with full recognition of possible risks and hazards involved in travel and study away. The Released Parties and Releasors agree that this Release is governed by Maine law.

CAUTION: THIS RELEASE CONSTITUTES A WAIVER OF IMPORTANT RIGHTS, AND MUST BE CAREFULLY REVIEWED AND UNDERSTOOD BEFORE SIGNING

Signature

Date

Signature of Parent or Guardian
(Required for each participant)

Date