

UNIVERSITY OF SOUTHERN CALIFORNIA

TRAVEL RELEASE

The parties to this Release are _____ (Student), _____ (Student's parents or legal guardian, if student is under 18) (both referred to hereafter jointly and severally as "Student"), and the University of Southern California (hereafter "USC").

The Student, with the consent of the Student's parents or legal guardian if necessary, has chosen to participate in the USC _____ (hereafter "Program"), during the _____ semester.

All students are considered adults and are expected to take responsibility for their actions while taking part in the Program. As adults, any activities that Student takes part in, whether as a part of a Program or separate from the Program, will be considered to have been done with their approval and understanding of any and all risks involved. Any students under 18 and/or considered dependents of their parents or guardians are responsible for giving all background or other relevant information about the Program to their parents or guardians.

Although USC may offer information to Student on aspects of foreign travel and particular destinations, Student agrees that he/she is responsible for determining the potential dangers of particular destinations, and the Student acknowledges that USC is under no duty to warn the Student of any particular danger or potential injury. Before deciding whether to visit a site under a travel warning, USC recommends that Student check with the U.S. Department of State website (http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html) and the U.S. Centers for Disease Control website (<http://www.cdc.gov/travel/>) and read carefully the current travel warning/advisory, public announcements, and consular information sheet for the site in which Student seeks to study. Notwithstanding the foregoing, USC recommends that Student elects not to study in a site under a travel warning. Student acknowledges that Student has been made aware of the risks of foreign travel and more specifically, the risks of travel to the subject destination, and further acknowledges reading and understanding any applicable U.S. Department of State travel warnings. Student is participating in the Program with full knowledge of the risks inherent in such participation, including possible physical injury or other loss or damage and agrees to accept and assume any and all risks associated with participation in the Program. In consideration of USC's accepting Student into the Program, Student, her/his heirs, executors, administrators, employers, agents, representatives, insurers and attorneys, hereby releases and discharges USC, its officers, trustees, facility, employees, agents and representatives (hereafter "released parties") from any and all claims which may arise from any cause whatsoever, regardless of the source. The Student further releases and discharges the released parties from responsibility for any accident, illness, negligence, passive or active, or injury or any other consequences arising or resulting directly or indirectly from Student's participation in the Program.

The Student also acknowledges that the USC assumes no responsibility in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the USC, force majeure, war quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries or damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carrier beyond USC's control, with or without notice, for any additional expenses occasioned by any of the foregoing. If due to weather, flight schedules or other uncontrollable factors Student is required to spend additional nights, USC will not be responsible for Student's hotel, transfers, meal costs or other expenses. Student's baggage and personal property are completely at the Student's own risk.

Student hereby represents and warrants that he/she is and will be covered throughout the Program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses that Student sustains or experiences overseas, and, more specifically, in the countries in which Student will be living and/or traveling while on the Program. By Student's signature below, the Student certifies that his/her health insurance policy will adequately cover Student while outside the United States; and, Student absolves USC of all responsibility and liability for any charges, bills and/or expenses Student may incur while he/she is abroad. Student agrees to report to USC's Program directors any physical or mental condition that he/she has which may require special medical attention or accommodation during the Program at least ninety (90) days prior to departure.

Student hereby agrees to indemnify, defend, and hold harmless the released parties from any loss or liability whatsoever including reasonable attorneys' fees, arising or resulting directly or indirectly from Student's participation in the Program.

Student understands and agrees that Student will obey all rules, regulations, and laws of the respective countries to be visited, and all travel regulations, any rules or precautions issued by USC, its representatives or by any associated institutions or organizations or the United States government. Student also understands that in the sole discretion of the Program representative, a violation of the above may result in an immediate expulsion from the Program. USC reserves the right to decline to accept or retain student in the Program at any time should Student's actions or general behavior impede the operation of the Program or the rights or welfare of any person. In such an event, no refund will be made for any remaining portion of the Program.

Student understands and agrees to attend and participate in all excursions that are a part of the Program. Student understands that failure to do so will result in a reduction of grade including the possibility of course failure.

It is understood and agreed that should Student elect to remain overseas at the location of the Program or elsewhere after participation in the Program, Student will cease to be part of the Program. Should Student drop out of the Program voluntarily or involuntarily, Student

understands that any relationship between Student and the Program will be terminated thereafter. In both of the foregoing events, this release shall remain in full force and effect.

USC reserves the right in its sole discretion to cancel or suspend the Program for any events or circumstances that may, in USC's determination, place Student at risk of mental, emotional or physical harm or bodily injury, including but not limited to war, political upheaval, riots or other events in or around the location of the Program. USC may rely on travel advisories issued by the U.S. State Department in determining whether to cancel or suspend the Program. USC may cancel or suspend the Program or substitute classes due to low enrollments or unavailability of faculty or facilities.

By signing below, Student represents that he/she is a student in good standing at USC and has never had charges brought against him/her before Student Judicial Affairs and Community Standards (SJACS). Student hereby gives Student Affairs the right to access student's records maintained by the Student Judicial Affairs and Community Standards (SJACS), and to provide relevant information from such records to the Faculty/Program Coordinator.

It is understood and agreed that if any provision of this Release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Release which can be given effect without the invalid provisions or applications and to this end the provisions of this Release are declared severable.

This Release shall be construed in accordance with, and governed by, the laws of the State of California. Subject to approval from USC's insurance carrier, any dispute arising from this Release shall be submitted for full and final resolution to arbitration in accordance with the rules promulgated by the American Arbitration Association. The arbitration shall take place in Los Angeles, California.

This Release is the only, sole, entire and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other, or relied upon, and no consideration has been offered, promised other than as may be expressly provided herein. This Release supersedes any earlier written or oral understanding or agreements between the parties.

Student acknowledges that she/he has read this Release and that she/he understands its meaning and effect.

Date: _____ Student: _____

Date: _____ Parents or Legal Guardian: _____
(If Student is under 18)

Date: _____ USC: _____