

# Release and Waiver of Liability for International Study Programs Albert Einstein College of Medicine, Inc.

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

Program: \_\_\_\_\_

1. Acknowledgment and Acceptance of Risk. I recognize that participation in international study programs is voluntary and that there are certain inherent risks that participants voluntarily assume. I understand and agree that the Albert Einstein College of Medicine, Inc. (hereafter referred to as AECOM), Montefiore Medicine Academic Health System, Inc. (hereinafter referred to as Montefiore), Yeshiva University, and all of their Boards, directors, officers, agents, and employees, any cooperating institution, shall have no responsibility for damages to or loss of my property, personal illness or injury, or death to me while I participate in the program. By voluntarily participating in an international study program, I freely assume any risk associated with or arising out of traveling, studying, and living abroad.

2. Insurance. While AECOM will assist in providing information on health care and insurance, I agree that it is my responsibility to ascertain whether I have adequate health and accident coverage and to procure any other insurance coverage as I may deem necessary.

3. Waiver, Release, Indemnification and Hold Harmless. I understand and agree that there are unavoidable risks in travel overseas. I do hereby forever and absolutely waive and release any and all claims against AECOM, Montefiore and Yeshiva University, and all of their Boards, directors, officers, agents, and employees arising out of or relating to my participation in the program, including, but not limited to, claims for any injury, loss, damage or accident, delay or expense resulting from the use of any vehicle, any strikes, war, acts of terrorism, weather, sickness, quarantine, government restrictions or regulations or arising from any act of omission or any steamship, airline, railroad, bus company, taxi service, hotel, restaurant, school, university, or other firm, agency company or individual or any other related matter. I also agree to defend, indemnify and hold harmless AECOM, Montefiore and Yeshiva University, and all of their Boards, directors, officers, agents, employees, students, residents, fellows and faculty from and against any and all liability, claims, lawsuits, judgements, losses, damages, and expenses, including attorneys' fees, arising out of any financial obligations or liabilities that I may personally incur or any damage or injury to the person or property of others that I may cause, while participating in the named program.

4. Local Laws, and Prohibition of Illegal Drugs. I understand and agree that breaches of the local law of the host community or country will be referred to and handled by the appropriate law enforcement authorities. Regardless of the laws of any foreign country, I further agree that the use of illegal drugs in any form, as governed by the laws of the State of New York and the United States of America, will not be tolerated and will be grounds for immediate expulsion and total forfeiture of all travel fellowship funds. I understand while I am a visitor in a foreign country, I will be subject to the laws of that country.

5. Independent Travel and Operation of Vehicles. I understand and agree that (1) prior to the start of the program, (2) during free time within the period of the program, and (3) after the program ending date, I may elect to travel independently at my own expense. I agree to inform the program leader of my travel plans and understand that I shall be solely responsible for any such travel during any free time. I understand that AECOM strongly discourages students from renting or operating vehicles while participating in international study programs. I understand that poor road conditions, different

traffic laws and regulations, and varying insurance requirements can make driving motor vehicles in foreign countries extremely hazardous and is not recommended by AECOM. If I rent or operate a vehicle, while participating in any study abroad program, I agree that such activity is totally voluntary on my part, is solely at my expense and against AECOM's advice.

6. Consent to Medical Treatment. In the event I suffer any injury or illness while participating in any international study program, it is my responsibility to arrange for and pay for medical treatment. I further assume any and all risks associated with or arising from any such medical treatment and agree to waive any and all claims which I might assert against AECOM, Montefiore and Yeshiva University, their Boards, directors, officers, employees, or agents for such medical treatment.

7. Severability. I agree that, should any provision or aspect of this Agreement be found to be unenforceable, that all remaining provisions of the agreement will remain in full force and effect.

8. Governing Law. I agree that if there is any dispute concerning my participation in the program or the interpretations of this Agreement, any such disagreement shall be determined in accordance with the laws of the States of New York.

9. Entire Agreement and Modification. The terms and conditions of this Waiver and Release of Liability represent my complete understanding of the parties hereto with regard to my participation in the international study program and supercedes any previous or contemporaneous understandings I may have had with AECOM on this subject, whether written or oral, and cannot be changed or amended in any way without the written concurrence of both AECOM and me.

10. Independent Analysis and Binding Authority. I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF MY CHOICE PRIOR TO EXECUTING THIS RELEASE AND WAIVER OF LIABILITY. I ACKNOWLEDGE AND AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY SHALL BE BINDING UPON ME, MY SURVIVORS, HEIRS, SUCCESSORS, AND ASSIGNS. I AM AWARE THAT THIS RELEASE AND WAIVER OF LIABILITY IS A RELEASE OF LIABILITY, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, INDEMNIFICATION, AND A HOLD HARMLESS AGREEMENT, AND I SIGN IT OF MY OWN FREE WILL. THIS RELEASE AND WAIVER OF LIABILITY IS IN ADDITION TO AND DOES NOT REVOKE OR MODIFY ANY OTHER AGREEMENT OR RELEASE WHICH I MAY EXECUTE IN CONNECTION WITH THE STUDY ABROAD PROGRAM.

11. Assurances and Consent. I HAVE READ ALL OF THE ABOVE INFORMATION AND CONSENT TO ALL OF THE FOREGOING PROVISIONS.

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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