TAKING PLACE DURING THE COVID-19 PANDEMIC

2022 Conditions Of Participation And Assumption Of Risk And General Release

THIS IS A RELEASE OF LEGAL RIGHTS—READ AND UNDERSTAND BEFORE SIGNING

I have chosen voluntarily to participate in the Harvard Summer School Study Abroad Program in ______("the Program"). I understand that participation in the Program is not a requirement for graduation from Harvard College. This agreement confirms my understanding of the following:

1. Risks Associated with the COVID-19 Pandemic. I understand that, as a result of the COVID-19 pandemic, local and national governments have enacted or may enact border, travel, and stay-at- home restrictions; and that the trajectory of the virus at the local, national, and international levels is unpredictable. Moreover, health care systems in many countries either are overwhelmed or are at risk of becoming overwhelmed by COVID-19 cases. I further understand that Harvard's current policy permits Harvard-related international travel for those who are fully compliant with the University's COVID-19 vaccination and booster requirements and prohibits all other Harvard-related international travel until further notice, with limited exceptions upon request via a petition process established by the Office of the Vice Provost for International Affairs. I confirm that I either:

(a) am fully compliant with the University's COVID-19 vaccination and booster requirements, and I am traveling to an international destination; or (b) am not fully compliant with the University's COVID-19 vaccination and booster requirements, and I voluntarily have chosen to petition for an exception to Harvard's prohibition against Harvard-related international travel.

I understand that all activities I undertake as part of the Program must comply with all national/local/domestic travel restrictions, self-isolation/quarantine requirements, and lockdown orders. I agree to abide by all of these, even if they prevent me from conducting activities that may have been planned as part of the Program.

In addition to the other risks described in this document, I recognize that my participation in the Program means I may be subjected to potential risks, illnesses, injuries, and even death as a result either of contracting COVID-19 or of any actions or omissions of governments, private entities, or other parties with respect to COVID-19. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly.

2. **General Risks of International Travel.** I understand that participation in the Program involves risks not found in study within the United States. These include, but are not limited to, risks involved in traveling to, from and within international locations; foreign political, legal, medical, social, and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; and local weather conditions. The country or countries to which I will travel may have health and safety standards substantially below those enjoyed in the United States, and I recognize that I may be subjected to potential risks, illnesses, injuries, and even death. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly.

I also acknowledge that in working, living, and traveling in cities abroad, I may experience problems associated with urban living, such as increased crime, pollution, high population density, lower standards of living, and health standards that are not equivalent to life in the United States. I further understand that my living arrangements may involve: long commuting distances between accommodations and classes; lack of privacy in accommodations; restrictions on heating and/or water usage; lack of air conditioning; lack of a smoke-free environment; lack of easy access or no access to word processing and/or electronic mail; and/or unfamiliar food. I recognize that my day-to-day choices and behaviors can have a major impact on my health and safety during my participation in the Program and promise to take every precaution to safeguard my health and to protect my personal belongings from damage or theft. I acknowledge that Harvard recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well-being. I understand that, although Harvard has organized the Program, it cannot eliminate all risks or guarantee my safety while I am abroad. I have read and understood all information on the U.S. State Department website (http://travel.state.gov) about the country in which I will be located during the Program, including, without limitation, the U.S. Department of State Consular Information Sheet and the State Department Warning (if applicable). I also have reviewed the U.S. Centers for Disease Control and Prevention health advisory information relating to travel abroad found at https://wwwnc.cdc.gov/travel, and any additional information available from the World Health Organization website (https://www.who.int/). With knowledge of this information, I have made the independent judgment to participate in the Program.

3. Adjustments to the Program. Individual Study Abroad program start dates, course content or program design may be adjusted with evolving incountry health and safety considerations. I understand that during the program dates, personal travel outside of the program country will not be allowed. Programs are not guaranteed to run and the Summer School will remain in contact with students who open a study abroad application and communicate any cancellations as early as possible.

- 4. **Independent Travel.** I agree to use the transportation provided by the Program for the duration of the Program. I take full responsibility for travel both to and from the Program location, and for any independent travel before the start of the Program or following its close. I understand that during the program dates personal travel outside of the program country will not be allowed and that Harvard may limit or restrict entirely any other independent travel during the Program, and agree that, if I wish to travel independently during the Program, I must submit an itinerary to my Program leader for advance approval. I recognize, however, that approval by my Program leader does not mean that the itinerary or destination(s) are safe, and agree that I will assume all risks of any such independent travel.
- 5. **Cost.** I understand that I will be responsible for all costs of the Program beyond those covered by any award or financial aid that I may receive, as well as any additional expenses that I may incur during the Program.
- 6. Standards of Conduct. I recognize that I have an important personal obligation to conduct myself in a manner compatible with local laws and regulations; with all of Harvard's policies and guidance with respect to the COVID-19 pandemic, as set forth on the University's website at https://www.harvard.edu/coronavirus; with Harvard Summer School's policies for student conduct set forth in the Student Handbook, in this Agreement, and in any Program-specific materials; and with the policies of my host institution (if applicable). I will become informed of, and will abide by, all such laws, regulations, standards and policies, including without limitation those involving the use and sale of drugs and alcohol, and promise to act responsibly and with respect for persons and property. I understand that I am not allowed to bring or consume any alcohol in my room or in the common areas of the residence. I understand that I am financially responsible for any damage I do to the residence and its furniture/property. I agree that it is my duty to have a functional phone and to maintain enough credit to make all necessary phone calls, including phone calls to International SOS. I will participate fully in all Program components, and will refrain from conduct that is improper, offensive, or otherwise inappropriate for the Program and/or for study in a cross-cultural environment generally, or that is potentially detrimental to my own or others' health or safety. Examples of such conduct include, but are not limited to, disorderly behavior, sexual harassment or misconduct, the use of drugs, or excessive alcohol consumption. I understand that if at any time during the duration of the Program I fail to honor this agreement, then the Harvard Summer School may, in its sole discretion, immediately dismiss or withdraw me from the Program, or place me on probation for the remainder of the Program, with severe restrictions on my nonacademic activities. I understand that my program may c
- 7. **Risks of Particular Activities.** In addition to complying with all national/local/domestic travel restrictions, self-isolation/quarantine requirements, and lockdown orders that may be imposed during the COVID-19 pandemic, I agree not to engage in activities deemed by Harvard Summer School or commonly understood to be dangerous to individual safety and/or Program integrity. These include, but are not limited to, motorcycling, hitchhiking, driving or renting a car, parachuting, bungee-jumping, hang-gliding, riding in private airplanes, rock climbing, white water rafting, scuba diving, and any other activity so designated by my Program. I understand that if I am unsure whether a particular activity is prohibited, I must discuss the activity with my Program leader and obtain advance approval before taking any steps to engage in that activity. I recognize, however, that approval by my Program leader does not mean that the activity is safe, and agree that I will assume all risks of engaging in any such activity.
- 8. Health Insurance; Medical Care; Other Emergencies. I understand that I am responsible for obtaining any recommended immunizations before traveling to my destination. During my participation in the Program, I will carry valid and current medical insurance and have a valid insurance identity card to bring. I have reviewed my coverage and have determined that this insurance is adequate to cover injuries or illnesses that I may sustain while traveling abroad. I will be solely responsible for payment in full of all costs of medical care I may receive overseas. I am also aware that, during my participation in the Program, I will be automatically enrolled in International SOS, provided that my information is entered in the MyTrips system. The assistance program for international travelers offers medical information and evacuation, emergency assistance including translation services, legal referrals, and general travel advice and is a supplement to, not a substitute for, health insurance. I have reviewed the information about this program available at: globalsupport.harvard.edu. However, I understand that International SOS is bound by local governmental regulations and its ability to respond may be limited during the COVID-19 pandemic. I authorize Harvard to obtain appropriate health care for me in the event that I need it but am unable to obtain it for myself. I further agree to hold harmless and indemnify Harvard for any and all actions taken by Harvard to provide necessary emergency medical care to me during the Program. I also understand and agree that if I experience serious health problems, suffer an injury, or am otherwise in a situation that raises significant health and safety concerns, then Harvard may contact my parents or any other person whose name I have provided as my "emergency contact." I understand that Harvard ordinarily will not initiate such contact without first having a discussion with me.
- 9. **Trip Arrangements.** I understand and agree that if, as part of the Program, Harvard has made arrangements for me to be housed with a host family, then I will abide by the rules and customs of my host family while I am a guest in their home. I understand that Harvard does not represent or act as an agent for, and cannot control the acts or omissions of, any transportation carrier, hotel, tour organizer, or other provider of food, goods, or services involved in the Program. I understand that Harvard is not responsible for matters that are beyond its control, and that it cannot warrant the safety or convenience of the circumstances under which I will be living or working.

- 10. **Personal Information.** I understand and agree that Harvard may collect, process and share personal information that I provide in connection with my Program application and registration in order to facilitate my participation. My personal information may include contact and academic information and my stated Program preferences, if any, and may be shared with other educational institutions involved in the Program and with parties arranging for or providing housing, travel, events and other supporting services. I understand and agree that my personal information may also be used and shared as described in the Harvard Summer School Privacy Policy (see https://www.summer.harvard.edu/privacy-policy). In situations where consent is required by law, I specifically consent to Harvard collecting, processing and sharing my health information and certain other sensitive information subject to special protection under data privacy laws, as may be necessary in order to arrange for housing and to facilitate my participation in the Program and Program-related travel and other events.
- 11. **Refunds; Schedule.** I understand that, in addition to being withdrawn from the Program under circumstances set forth elsewhere in this Agreement, I also may be withdrawn if I leave the Program at any time without prior authorization from the Program leader. I acknowledge that in the event of my withdrawal or dismissal from the Program for any reason, the Harvard Summer School's refund schedule will apply, and I will bear any additional travel or other expenses incurred as a result. I understand that the Program officially concludes at 5 pm on the last day, unless Harvard Summer School's published materials relating to the Program indicate that it concludes at an earlier or later time.
- 12. **General Release.** Knowing the risks described above, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, directors, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the Program (including periods in transit to or from my destination), resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties. However, I understand that nothing in this paragraph shall act as a waiver of any rights I may have under the Massachusetts Workers' Compensation Act.

Student Signature. I certify that I am age 18 or older. I have carefully read and freely signed this Assumption of Risk and General Release Form. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this agreement or the Program.

Student signature		Date
Student Name (print)		
Harvard College Residential House Affiliation (if applicable)		
Program and Location		
Emergency contact information		
Name	F	Relationship
Phone (home)	(cell)	
Email		

If student is under age 18, the parent and/or legal guardian must sign below:

Program and in international travel as part of the Program. I, as the parent of the Student and on behalf of the Student, release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I or the Student may suffer, or for which the Student may be liable to any other person, related to the Student's participation in the Program (including periods in transit to or from the Student's destination), resulting from any cause, including but not limited to negligence on the part of the Student or any of the released parties.

Date	
Name (print)	

Due no later than April 12. **Print, sign** (original signature only), and **scan** and **email** to <u>summerabroad@summer.harvard.edu</u> or print, sign and mail to Harvard Summer School, Study Abroad Programs, 51 Brattle Street, Cambridge, MA 02138