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. This a greement confirms my understanding of the following:

1. **General Risks of International Travel; U.S. State Department Travel Advisory.** 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; local political, legal, medical, public health, social, economic, and weather/climate conditions; disease outbreaks, including without limitation pandemic or endemic diseases; different capabilities of emergency response; different standards of design, safety, and maintenance of buildings, public places, and conveyances; and different standards of data privacy and information security. The country or countries to which I will travel may have health and safety standards and protections for civil rights and liberties that differ substantially from those 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 remote areas and/or cities abroad, I may experience challenges such as delayed access to emergency services, insufficient communication networks, increased crime, pollution, high population density, or standards of living and health standards that differ from those in the United States. I further understand that my living arrangements may involve: long commuting distances between accommodations and classes or work; 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 digital communications, including internet and phone networks; and/or unfamiliar food.

I will take every precaution to safeguard my security and health and to protect my personal belongings and information, as well as any Harvard-owned equipment and devices I bring with me as part of the Program (if applicable), and any non-public Harvard data or research information that I collect, store, or access during the Program (if applicable), 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 acknowledge that I have read and understood all information on the U.S. State Department website (https://travel.state.gov) about the country or countries to which I am traveling, including, without limitation, the U.S. Department of State Consular Information Sheet and the State Department Travel Advisory and Alert(s) (if applicable). I also have read and understood the U.S. Centers for Disease Control health advisory information relating to travel abroad found at https://www.cdc.gov/travel. Finally, I have read and understood any applicable export control policies and procedures for the country or countries to which I am traveling to or through, and for the United States, including without limitation with respect to any medications, controlled substances, research data, scientific equipment, electronic devices, and biological samples I may be carrying or shipping. With knowledge of this information, I have made the independent judgment to participate in the Program.

- 2. **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 without the written permission of the Program Director. 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.
- 3. **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 the emergency international assistance and response program administered by International SOS, provided that I enter my information in International SOS MyTrips or the Assistance App, (unless I am told that my information will be entered on by behalf by a Harvard administrator). The assistance program for international travelers offers medical and security 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: https://www.globalsupport.harvard.edu/travel/emergency-support. However, I understand that International SOS is bound by local governmental regulations and its ability to respond also may be limited in certain circumstances, such as, for example, an outbreak of disease or armed conflict.

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 or obtain emergency medical care for 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 parent(s)/legal guardian(s) 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.

- 4. **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.
- 5. **Standards of Conduct.** I recognize that I assume an important personal obligation to conduct myself in a manner compatible with local laws and regulations; with Harvard's policies and instructions for student conduct set forth in *Harvard Summer School's Student Handbook*, in this Agreement, and in any Program-specific materials; with any other relevant Harvard policies, guidance and/or instructions; and with the policies of my host family and organization (if any). 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 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 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 consult with Harvard officials or officials at my school about my ability to meet the requirements of program participation.
- 6. **Risks of Particular Activities.** In addition to complying with all national/local/domestic travel restrictions, or orders, including without limitation any requirements imposed during a health or other emergency, I agree not to engage in activities deemed by Harvard 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 (unless, for graduate or professional students, doing so is necessary for me to participate in the Program), parachuting, bungee-jumping, hanggliding, riding in private airplanes, rock climbing, whitewater 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.
- 7. **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 I agree to 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 host family, employer, transportation carrier, hotel, tour organizer, travel document services vendor, or other provider of food, goods, or services involved in the Program. I understand that it is my responsibility to obtain the correct travel documentation, including, without limitation, passport, visa(s), and work permit(s), as applicable, and adhere to the entry and exit requirements of the country or countries to which I am traveling to and through. I also 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.
- 8. **Independent Travel.** I agree to use any 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 Harvard may limit or restrict entirely 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 and register my travel in International SOS MyTrips or the Assistance App. 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.
- 9. **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.

- 10. **Refunds; Schedule.** Should I decide to withdraw from the Program before it begins, I will be subject to the Summer School's rules with respect to refunds of any Program fees or deposits paid. I understand that in no event will the Program reimburse me if I have purchased travel tickets or made other travel arrangements that are either non-refundable or subject to cancellation fees. 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 once it has begun, I will receive no refund from the Program, and I will bear any additional travel or other expenses incurred as a result. I understand that the Program officially concludes at 5pm 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.
- 11. **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** ___ Relationship Phone (home) (cell) If student is under age 18, the parent and/or legal guardian must sign below: I, the undersigned parent and/or legal guardian of the student listed above (the "Student"), do hereby consent to his or her participation in the 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. Parent/Guardian signature _____ Name (print)