

# Release and Indemnification Agreement

I, the undersigned, have agreed to participate in the Landmark College Study Abroad or Study Away program(s) identified below as (the "Program"). In consideration of Landmark College's agreement to permit me to participate in the Program, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. I understand that my participation is wholly voluntary. I certify that I am 18 years of age or older.
2. I have read and understand:
  - (a) Conditions of Participation (found on the program web page), and
  - (c) the U.S. State Department Consular Information (if available) concerning travel to, in and around my Program country/countries (the "Travel Advisory") found at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>.
3. Although Landmark College has made every reasonable effort to assure students' health and safety while participating in the Program, there are unavoidable risks in travel overseas, including: (a) those identified in the Travel Advisory and the Conditions of Participation, and (b) those associated with strikes, civil unrest, terrorism, war, criminal activity, force majeure, weather conditions, public health risks, acts of God, and other possibly dangerous conditions beyond the control of Landmark College, I am aware of and understand the risks and dangers of travel to, in and around my Program country/countries, including the dangers to my own health and personal safety posed by terrorism, crime, civil unrest and violence. I hereby assume, knowingly and voluntarily, each of the risks described above and all other risks which could arise out of or occur during my travel to, from, in and around my Program country/counties.
4. I, individually and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge Landmark College and its Office of Experiential Education, their employees, agents, officers, trustees and representatives (in their official and individual capacities) (the "Landmark College Representatives") from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both ("Losses"), including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program, any related or independent travel, any activities or excursions, irrespective of whether they are sponsored, supervised or controlled by Landmark College, except for such Losses as may be caused by the gross negligence or willful misconduct of the Landmark College Representatives. I also agree to indemnify and hold harmless the Landmark College Representatives from and against any Losses.
5. The Agreement and Conditions of Participation represent the complete understanding with Landmark College and its Office of Experiential Education concerning Landmark College's responsibility and liability for my participation in the Program. This Agreement and the Conditions of Participation supersede any previous or contemporaneous understandings with Landmark College, whether written or oral, and cannot be changed or amended except in writing and signed by an authorized officer or agent of Landmark College. Should any provision or aspect of this Agreement or the Conditions of Participation be found unenforceable, all remaining provision of the Agreement or the Conditions of Participation will remain in full force and effect. Should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, such dispute or lawsuit must be filed only in a court in Windham County, Vermont, or in the United States District Court for the District of Vermont, to the exclusion of any other court or jurisdiction. This Agreement and the conditions of Participation shall be governed by the laws of the State of Vermont (without regard to its conflicts of laws rules).
6. I have shared the above information with those other parties responsible for payment or with related interest and understand that, before signing this Agreement, I have the right to consult with the advisor, counselor, or attorney of my choice.

Student's Name (Please print) \_\_\_\_\_

Student's Signature \_\_\_\_\_ Date \_\_\_\_\_

Program (Please print Program title(s)) \_\_\_\_\_

**Please return a signed copy of this document to Lewis 215 or [studyabroad@landmark.edu](mailto:studyabroad@landmark.edu). We recommend that you make a copy of this agreement and keep it with your records.**