PARTICIPATION, ASSUMPTION OF RISK, CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT
OUTGOING STUDENTS

Student Participant’s Name: _______________________________________________________

Program: _______________________________________________________________________

UH Campus: University of Hawai‘i at Mānoa

UH Unit: Mānoa International Exchange

Term: __________________________________________________________________________

The University of Hawai‘i (the “University”) through the University of Hawai‘i at Mānoa ("UH Campus") and the Mānoa International Exchange Office (“UH Unit”) offers students the opportunity to enroll in out-of-state, international and overseas study programs. Certain potential risks to personal health and safety are associated with out-of-state, international and overseas travel and residence in another state, territory or foreign country. Those unwilling to accept these associated risks should not participate in an out-of-state, international or overseas study program.

I have read and understood all of the terms and conditions set forth in the MIX application and MIX website at https://manoa.hawaii.edu/mix/ relating to the University’s study program described above (the “Program”) and I have chosen to participate in the Program. In consideration for my voluntary participation in the Program, I agree to the following on behalf of myself and my heirs, executors, administrators, and personal representatives:

All references in this Participation, Assumption of Risk and Consent, Waiver, Release, and Indemnity Agreement (“Agreement”) to the “University of Hawai‘i” or “University” shall include the University, the UH Unit, the Program, and all of their present, former and future officers, employees, volunteers, and agents. For student participants under the age of 18, all references herein to “I”, “me”, “my” or “student participant” shall include the parent(s), legal guardian(s) or other adult(s) responsible for the student participant.

1. **Representation of Health.** I understand the nature of the Program and I represent that I am in good physical, mental, and emotional health and able to participate in the Program. If, at any time, I believe the conditions of my participation to be unsafe, I will immediately cease further participation in the Program. I further agree to and represent that in connection with my participation in the Program: (a) I will be covered by adequate medical and liability insurance during the duration of my participation in the Program, (b) I am not employed by the University (or I am employed by the University but not participating in connection with my employment), and (c) the University will not be responsible for or required to indemnify or defend me with respect to any illness, personal or bodily injury, death, economic and property damage, severe emotional loss, and any other loss, damage, or injury (collectively the “Injuries/Damages”) that I may sustain or suffer in connection with my participation in the Program, including without limitation:
a. Injury, loss, damage, accident, delay, irregularity, or expense arising from or connected with:

(1) the use by the Program of any vehicle or other mode of transportation or services;

(2) any strikes, war, terrorism, weather, sickness, quarantine, government restrictions or regulations, act of God, or any other like reason;

(3) any act or omission of any steamship, airline, railroad, bus company, taxi service, sightseeing company, hotel, restaurant, institute, school or university other than the University of Hawai‘i, or any other firm, company, individual, or agency;

b. Any intentional or unintentional injury, whether or not resulting in death to me or to any other person or persons, caused, in whole or in part, by me, whether alone or together with or in association with others;

c. Any intentional or unintentional damage or injury to property, whether personal, real or mixed, owned or in the custody or possession of me, or any other person, caused, in whole or in part, by me, whether alone or together with or in association with others;

d. Any financial and other obligations or liabilities that I may personally incur during the duration of the Program, including without limiting the generality of the foregoing, any obligations or liabilities incurred by me in any country in which the Program is conducted; and,

e. Any injury or loss whatsoever suffered by me during the periods of independent travel (which I understand are unsupervised) or during any absence from the Program's supervised activities.

f. Any and all claims for property damage, personal injury, bodily injury, death, lost revenues, and other economic loss and/or environmental damage, directly or indirectly arising from or related in any way to the Program’s host institution’s (“Host Institution”) use, handling, transmission, storage, and processing of any personal information and/or data included in my academic, medical and other relevant records provided to the Host Institution in connection with my participation in the Program.

2. **Assumption of Risk.** I understand and acknowledge the dangers and risks involved in my participation in the Program including the potential for Injuries/Damages. These Injuries/Damages may be caused by actions or inactions of myself or others participating in the Program, travel to and from the site of the Program, and/or the conditions where the Program occurs.

(a) **Risk of Travel.** I understand and acknowledge that my participation in the Program involves out-of-state, international and/or overseas travel via automotive vehicle, aircraft, vessel, or other modes of transportation, and that there are dangers and risks associated with such travel that include, but are not limited to, Injuries/Damages arising from collisions; mechanical failure of vehicle, airplane or other mode of transportation, operator error; storms, floods, earthquakes, hurricanes, typhoons, volcanic eruptions, and/or other natural disasters; terrorist, war, or armed conflict activities, rebellions, riots or other acts of civil commotion; epidemics, pandemics, and other regional, national, or international public health
emergencies, inadequate medical care and/or remote access to medical treatment; and governmental actions, restrictions or requirements.

(b) Limitations of US Laws. I understand that while travelling or residing in any foreign country, the protections of the laws, rules, and law enforcement procedures of the United States of America, the State of Hawai‘i or the University may not be available to me.

(c) Host Country Regulations. I understand that while travelling or residing in any foreign country that I will be subject to the laws, rules, and law enforcement procedures of that country. Any violation of such laws is beyond the control of the University. I agree to abide by all applicable laws in the Program’s country.

I acknowledge that there may be other Injuries/Damages not known to me or not readily foreseeable at this time.

I HAVE READ AND UNDERSTOOD THE ABOVE RISKS AND I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE PROGRAM. I FULLY ACCEPT AND ASSUME ALL RISKS OF ANY INJURIES/DAMAGES RESULTING FROM MY PARTICIPATION IN THE PROGRAM. I have read and understood all written materials setting forth the requirements for my participation in the Program and I will observe, follow, and comply with all verbal and written instructions.

3. **Waiver and Release.** I hereby waive, release, and discharge any and all claims, demands, actions, rights, and causes of action for any and all Injuries/Damages, known or unknown, related to, arising from, or traceable either directly or indirectly to my participation in the Program (collectively the “Released Claims”).

4. **Indemnify, Defend, and Hold Harmless.** I accept full responsibility for my participation in the Program and I agree to indemnify, defend, and hold harmless the University of Hawai‘i, and its past, present and future Board of Regent members and University officers, employees, agents, and assigns from any and all Released Claims and any and all demands, actions, judgments, injunctions, orders, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including attorneys' fees), arising or resulting from or caused by any of my acts or omissions (or by any person for whom I am responsible) during, involving, or related to my participation in the Program.

5. **Medical Consent.** I consent to, and authorize any medical professional and others working under their supervision to provide medical treatment or care to me for any injury or illness arising from or related to my participation in the Program and agree to pay any and all medical expenses, costs and other charges, and to release, discharge, indemnify, defend, and hold harmless the University of Hawai‘i, and its regents, officers, employees, agents and assigns from and against any and all liability, claims, demands or actions arising from or connected with such medical treatment or care.

I give permission to the University of Hawai‘i to undertake any emergency/urgent treatment or medical care for me that may be deemed necessary for my health. If my hospitalization is deemed to be medically necessary, I give permission for my hospitalization. I authorize the University and its agents, at their discretion, to place me, at my own expense, in a hospital within or outside the United States for medical services and treatment, or, if no hospital is readily available, to place me with a local medical doctor for treatment. I further authorize the University and its agents, at their discretion, to transport me from the Program’s location/county,
by commercial airline or otherwise, at my own expense, to a hospital or medical facility within or outside the United States for medical services and treatment. In the event the University or its agents advance or loan any money to me or incur special expenses on my behalf while I am abroad, I agree to make immediate repayment upon my return to Hawai‘i.

6. **Health and Safety.** I understand and agree that the University of Hawai‘i has the discretion to remove me from the Host Institution and the Program’s location/country if the University believes in its judgment that my health, safety or welfare is threatened or compromised for any reason. I give permission to the University and its agents, to undertake any action they may consider to be warranted under the circumstances regarding my health and safety, and I release, discharge, indemnify, defend, and hold harmless the University, and its regents, officers, employees, agents and assigns from and against any and all liability, claims, demands or actions arising from or connected with such actions.

7. **Program Standards of Behavior.** I will comply with the Program’s rules, standards and instructions for student behavior, as well as the policies, rules or guidelines of the Host Institution. I agree that the Program and/or the Host Institution shall have the right to enforce standards of appropriate behavior, and that at any time my participation in the Program may be terminated by the Program, the University and/or the Host Institution for my failure to maintain these standards or if I exhibit any behavior which the Program, the University and/or the Host Institution considers to be incompatible with the interest, harmony, comfort and welfare of the Program and the other students in the Program and at Host Institution. If my participation is terminated, I consent to being sent back to Hawai‘i at my own expense with no refund of fees.

I understand that examples of violations include, but are not limited to:
- violating the terms and conditions of the accommodation rules and regulations
- if applicable, moving out of the accommodation assigned to me by the UH Unit and/or its agents on location without permission from the UH Unit and/or its agents on location
- engaging in behavior which threatens or harms another person (for example, physical abuse, sexual harassment, verbal abuse, threats, intimidation, stalking)
- violating any federal, state, or local laws and/or laws of the host country
- possessing and/or using any illegal drugs
- possessing weapons, explosives or other dangerous items
- stealing or theft of any kind
- soliciting or engaging in prostitution
- exhibiting drunkenness in public
- engaging in sexual activity in public
- vandalism and/or property damage

8. **Academic Performance.** I understand and agree that I must maintain satisfactory academic progress in all of my courses during my participation in the Program. If I fail to do so, the University and/or UH Unit retains the right to terminate my participation in the Program and send me home at my own expense. Furthermore, the University and/or UH Unit retains the right to sever my ties to the Program at the specified location.

I understand that examples of violations include, but are not limited to:
- my classroom participation being incompatible with the interest, harmony, comfort and welfare of the program and with other students in the class
- my failure to attend all classes and mandatory activities
• my failure to adhere to established schedules for classes and mandatory activities
• my failure to complete assigned readings and any other homework prior to attending the class
• my failure to take all required exams
• my failure to satisfy the class requirements
• if applicable, my failure to submit written assignments to my Faculty Resident Director
• my failure to submit my assignments in the language of instruction
• my cheating and/or plagiarizing on any assignments and exams
• my failure to adhere to the University’s, UH Campus’ and Host Institution’s student conduct code and other applicable policies/guidelines

9. Additional Program Conditions of Exchange. In addition to the terms and conditions set forth in this Agreement, I agree to bound by and shall comply with all of the terms and conditions relating to my participation in the Program contained in Exhibit A attached hereto and incorporated herein by reference.

10. Dismissal from the Program. I understand and agree, that the UH Unit and/or the Host Institution, has the right to terminate me from the Program for any violations including, but not limited to, those set forth in items 7, 8, and 9 above.

11. Alteration of Program. I understand and agree that the Program reserves the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of each group. I understand and agree that if performance of the Program conditions or agreements must be altered because of a Force Majeure Event (as defined below), the University shall have the right to make such alteration or cancellation of part or all of the Program as the University, in its sole discretion, deems necessary.

A Force Majeure Event includes, but is not limited to, strikes, boycotts, picketing, slow-downs, work stoppages, or labor disputes; restrictions or requirements imposed by laws or government actions with the force and effect of law; priorities, rationing, curtailment, or shortage of labor or materials; war, revolution, acts of terrorism, or any matter or thing resulting therefrom; embargoes, acts of God, or severe weather or climatic conditions (such as storms, hurricanes, typhoons, earthquakes, tornadoes, volcanic eruptions, earth movements, tsunamis, and floods); acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, fire, or accidents; epidemics, pandemics, quarantines, or regional, national, or international public health emergencies; or any other cause or causes beyond the reasonable control of the affected party or parties.

12. Confidentiality. I understand that the University and UH Unit cannot guarantee the confidentiality and/or use of my personal information and/or data included in my academic, medical and other relevant records provided to the Host Institution in connection with my participation in the Program.

I certify that I am 18 years or older*, and I have read this Agreement and I understand that I am giving up substantial rights, including the right to sue. I am participating in the Program freely and voluntarily. I agree that: (a) this Agreement applies to my entire enrollment in the Program, including any extensions, (b) the laws of the State of Hawai‘i shall apply to this Agreement, (c) if any portion of the Agreement is invalid, the remainder of the Agreement shall
continue in full force and effect, and (d) this Agreement supersedes any and all prior written or oral understandings or agreements between the parties.

Signature of Participant ___________________________ Print Name _______________________ Date ______________________

*For students under the age of 18, please have a parent or legal guardian read this Agreement and sign the statement below:

As the parent or legal guardian of the student whose signature appears above, I have fully read and understand the conditions outlined above, have given my child or ward permission to participate in the Program, and agree to be bound by the conditions outlined above.

Signature of Parent/Legal Guardian __________________ Print Name _______________________ Date ______________________
Exhibit A

Additional Program Conditions of Exchange

Mānoa International Exchange (‘‘MIX’’)
University of Hawai‘i at Mānoa (‘‘UH Mānoa’’)

Note: Capitalized terms used in this Exhibit A and not otherwise defined shall have the meanings given to such terms in the Participation, Assumption of Risk and Consent, Waiver, Release, and Indemnity Agreement to which this Exhibit A is attached.

1. **ACADEMIC PERFORMANCE.** I understand that failing to maintain required academic standing and a minimum cumulative GPA of 2.5 are grounds for disqualification from the Program.

2. **ELIGIBILITY PRIOR TO EXCHANGE.** I understand that my participation in the Program is conditional upon my maintaining, at the end of the term prior to my scheduled participation in the Program, all eligibility requirements (academic, social, behavioral) as defined by MIX, UH Mānoa and the Host Institution. If I fail to meet these requirements, I understand my participation in the Program may be cancelled.

3. **ELIGIBILITY WHILE ON EXCHANGE.** I understand that my participation in the Program may be terminated if I fail to remain enrolled as a full-time student at the Host Institution. I also understand that failure to remain full-time may affect my financial aid, housing, visa status, or ability to remain in the Program at the Host Institution.

4. **TIMELY COMPLETION OF FORMS.** I understand that my participation in the Program is contingent upon my returning all forms (application, registration, housing, etc.) and other materials which may be requested by the Host Institution by stated deadlines. Failure to do so may result in the cancellation of my placement in the Program.

5. **TIMELY RESPONSE TO EMAILS.** I understand that my participation in the Program requires timely response to all emails concerning MIX, the Program and MIX/Program matters. Failure to respond to emails in a timely manner may result in the withdrawal of my application or cancellation of my placement in the Program.

6. **EXTENSION OF EXCHANGE PERIOD.** I understand that my placement in the Program is limited to the period specified by MIX. An extension of a single term will be considered only with the written approval of both the MIX coordinator and their counterpart at the Host Institution.

7. **PROGRAM WITHDRAWAL.** I agree that if I cancel or shorten the duration of my participation in the Program, I will IMMEDIATELY notify in writing (email) the following individuals about my decision to leave the Program and Host Institution and the last day I officially attended class: (i) The Financial Aid Services Office at UH Mānoa; (ii) the MIX coordinator; (iii) the international office staff at the Host Institution; (iv) and my academic advisor at UH Mānoa. I understand that failure to do so may have financial and/or enrollment consequences, for which I will take sole responsibility.

8. **COURSE APPROVAL AND COURSE ACCESS.** I understand that it is my responsibility to develop, during the term prior to my participation in the Program, a flexible, written
advising agreement with UH Mānoa that will identify how coursework to be taken at the Host Institution will fit into my degree requirements at UH Mānoa. I further understand that course pre-requisites or co-requisites at the Host Institution must be met and that course registration at the Host Institution is based on the availability of offerings and cannot be guaranteed.

9. **CREDIT TRANSFER, TRANSCRIPTS & GRADUATION.** I understand that it may take the Host Institution 1-3 months to issue an official transcript of my participation in the Program and 1-2 months for the credits to transfer to my UH Mānoa academic record. I further understand that this may affect my graduation plans and diploma receipt, and I anticipate that my graduation plans may be delayed until the end of the next semester (i.e., Spring 2021 exchanges will graduate Fall 2021). I understand that it is my responsibility to discuss and plan for this delay with my academic advisor.

10. **PROGRAM EVALUATION & CHECK-IN.** I understand that the MIX office may periodically require evaluations or (virtual zoom) check-ins during my participation in the Program, and I will respond to the evaluation/check-ins in a timely manner. I understand that participation in these evaluations/check-ins is mandatory and that my transcript from the Host Institution may not be processed if I have not responded to these evaluations/check-ins.

11. **TUITION, ROOM, BOARD, AND OTHER FEES.** I agree to pay tuition/fees in a timely manner and according to my normal payment schedule. I also agree to pay room/meals to the Host Institution in a timely manner. I understand that failure to make full payment of all required fees or to resolve other debts to UH Mānoa or the Host Institution may result in the cancellation of any course registration and/or disenrollment at the Host Institution and upon return to UH Mānoa. I understand that all financial obligations to UH Mānoa and the Host Institution must be fulfilled prior to receiving transcripts from the Host Institution, re-enrolling at UH Mānoa, or receiving a transcript or diploma from UH Mānoa.

12. **HOUSING.** I understand that on-campus housing at some MIX partner universities is not guaranteed or may not be available. I understand that if I live off campus, I do at my own discretion and risk. I further understand, for safety reasons, it is necessary for me to share my contact information and address with both my MIX coordinator and his/her counterpart at the Host Institution as soon as possible.

13. **INSURANCE.** I understand that MIX requires me to have adequate health insurance for the time period of my participation in the Program and that UH Mānoa and/or the Host Institution may also require purchase of institutional or national health insurance. I further understand that I may also be required to pay a fee to utilize the health services at the Host Institution.

14. **MEDICAL MATTERS.** I will comply with any requirements for medical information relating to my participation in the Program, including obtaining or documenting immunizations required by UH Mānoa and/or the Host Institution.

15. **CELL PHONES.** I understand that it is my responsibility to have a working cell phone during my participation in the Program and to share the cell phone number with MIX as soon as possible (ideally, no later than a few weeks into the Program, if not earlier), so MIX can reach me in case of emergencies.
16. **RULES AND REGULATIONS.** It is my responsibility to be informed about, and I agree to abide by, all rules, regulations, and policies of MIX, UH Mānoa and the Host Institution governing my academic, financial, and social/behavioral status during my participation in the Program. I understand that failure to conform to these rules and regulations may result in the termination of my participation in the Program and that further disciplinary action may be taken by UH Mānoa and/or the Host Institution. I also understand that it is my responsibility to inform myself about the local, state, territorial, or provincial laws and to conduct myself in a manner that complies with those laws.

17. **RELEASE OF INFORMATION.** I understand that the collection, retention, and dissemination of my records, and information about me is subject to federal regulations under the "Family Rights and Privacy Act of 1974." This means that I am responsible for specifying persons or agents who may have access to my records. I, therefore, give permission, by signing this Agreement, to collect and release information to UH Mānoa and/or the Host Institution and to MIX as it is appropriate to my application for, and participation in, the Program, including letters of recommendation, transcripts, financial status with the campus, report of conduct, and medical/counseling records for the purposes of Program participation, continuation, or termination. I further agree that UH Mānoa and/or the Host Institution may disclose to one another, to MIX, and to my parents, legal guardian, or spouse any information which may impact my mental health or physical well-being during my participation in the Program. This information is available to the above stated parties from the time of nomination until the receipt of the final official transcript by UH Mānoa of the work attempted at the Host Institution.