

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

Student Participant's Name: _____

UH Program: Inbound International Exchange and Visiting Student Program

UH Campus: University of Hawai'i at Mānoa

UH Unit: Mānoa International Exchange (MIX) Office

Term: _____

Home Institution: _____

The University of Hawai'i (the "**University**") through University of Hawai'i at Mānoa ("**UH Campus**") and the MIX Office ("**UH Unit**") offers out-of-state, international and overseas students the opportunity to enroll in certain programs at the UH Campus. 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 brochure and/or the UH Unit's website¹ 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:

¹ The brochure and/or website should include detailed and accurate information regarding the Program and Program requirements.

- 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, 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 my home institution's ("**Home Institution**") use, handling, transmission, storage, and processing of any personal information and/or data included in my academic, medical and other relevant records provided by the University to the Home 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) **Compliance with Hawai'i Laws**. I understand that while residing in the State of Hawai'i, I will be subject to the laws, rules, and law enforcement procedures of the State of Hawai'i

and the United States. I agree to abide by all applicable laws in the State of Hawai'i and the United States.

(c) Limitation of Home Country Laws. I understand that the protections of the laws, rules, and law enforcement procedures of my home country or state ("**Home Country**") or my Home Institution may not be available to me in connection with my participation in the Program.

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.

6. **Program Standards of Behavior**. I will comply with the Program's rules, standards and instructions for student behavior, including the University of Hawai'i Student Conduct Code (see: http://www.studentaffairs.manoa.hawaii.edu/policies/conduct_code/), as well as the policies, rules or guidelines of the Host Institution. I agree that the Program and/or the University 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 and/or the University for my failure to maintain these standards or if I exhibit any behavior which the Program and/or the University considers to be incompatible with the interest, harmony, comfort and welfare of the Program and the other students in the Program and at

the University. If my participation is terminated, I consent to being sent back to my Home Country at my own expense with no refund of fees.

7. **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
- 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 Program's student conduct code and other applicable policies/guidelines

8. **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.

9. **Dismissal from the Program.** I understand and agree that the UH Unit and/or the University has the right to terminate me from the Program for any violations including, but not limited to, those set forth in items 6, 7, and 8 above.

10. **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. **FERPA; Release of Information.** I understand that the collection, retention, and dissemination of my records, and information about me is subject to U.S. federal regulations under the Family Rights and Privacy Act of 1974 ("**FERPA**"). I have read and understood the University's

Notification of Rights under FERPA (see https://drive.google.com/file/d/1ueiNQ_MEIpkXSVaIZpe9zCrXfKi25vGn/view?pli=1) (“**UH FERPA Notice**”). I understand that I am responsible for specifying persons or parties who may have access to my education records. Therefore:

(a) Release to University/Home Institution. I authorize and provide my consent for the University and my Home Institution to share with and/or disclose to each other any and all information contained in my educational records held by the University and/or the Home Institution pertaining to my application for, and participation in, the Program, including but not limited to letters of recommendation, coursework, exams, grades, transcripts, financial status with the campus, report of conduct, and medical/counseling records (“**Student Educational Records**”).

(b) Release to Others. (check option 1 or 2 below)

- Option 1: I do not authorize the University or my Home Institution to release my Student Educational Records to any third party.
- Option 2: I authorize the University and my Home Institution to release any information contained in my Student Educational Records which pertain to my mental or emotional health or physical well-being while in the Program to the party(ies) listed below on **Exhibit B** attached hereto and incorporated herein by reference, for the period starting from the time of my placement in the Program until the receipt of the final official transcript by my Home Institution of the work attempted at the University.

13. **Home Country Privacy Laws; Consent to Collecting and Processing Personal Data.**

I understand that personal data provided by me and/or my Home Institution to the University and/or UH Unit in connection with my application for, and participation in, the Program (“**Personal Data**”) may be subject to privacy laws and regulations enacted in my Home Country (“**Home Country Privacy Laws**”). Examples of the types of Personal Data collected and processed may include, without limitation, name, contact information (such as email address, IP address, physical address or other location identifier, phone number), date of birth, academic history and performance, employment history and performance, criminal and disciplinary history, financial history, photos, and other information that I may provide or that the University is required or authorized by applicable law to collect and process.

(a) Collection and Processing of Personal Data. I understand that the University, as the state university and body corporate of the State of Hawai‘i, has a lawful basis to collect, process, use, and maintain personal data of its applicants, students, employees, graduates, research subjects, and others involved in its educational, research, and community programs. The lawful bases include, without limitation (1) admission, (2) registration, (3) administration and delivery of classroom, online, and study abroad courses, (4) academic performance and grades, (5) communications and correspondence, (6) financial aid, (7) campus housing, (8) identification and security, (9) eligibility to participate in athletics, health, or other services, (10) employment, (11) research and development, and (12) records retention. I consent to the University collecting, processing, using, and maintaining my Personal Data for any or all of the lawful bases described above.

(b) Sharing of Personal Data. I understand that the University may share my Personal Data with third parties if the disclosure is in accordance with FERPA and meets certain

conditions, as more fully described in the UH FERPA Notice. To the extent required by my Home Country Privacy Laws, I consent to the University sharing and/or transferring my Personal Data to third parties as described in the preceding sentence.

(c) Rights as a Data Subject. I acknowledge and understand my rights under my Home Country Privacy Laws are not absolute, and that the University may be entitled to refuse requests where exceptions or special circumstances apply. I further acknowledge and agree that in certain circumstances, the University will not be able to fully accommodate my request to be erased from University records.

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

For students from universities located in the European Union:

1. GDPR; Consent to Collecting and Processing Personal Data. I understand that personal data provided by me and/or the Host Institution to the University and/or UH Unit in connection with my participation in the Program may be subject to the General Data Protection Regulation (Regulation (EU) 2016/696) (EU GDPR) (“Personal Data”). Examples of the types of Personal Data collected and processed include, without limitation, name, contact information (such as email address, IP address, physical address or other location identifier, phone number), date of birth, academic history and performance, employment history and performance, criminal and disciplinary history, financial history, photos, and other information that I may provide or that the Host Institution is required or authorized by applicable law to collect and process. I have read and understood the University’s GDPR Privacy Notice (see https://www.hawaii.edu/uhdatabgov/GDPR_Privacy_Notice_10.4.18_Accessible.pdf) (“UH GDPR Privacy Notice”).

(a) Collection and Processing of Personal Data. I understand that the University, as the state university and body corporate of the State of Hawai‘i, has a lawful basis to collect, process, use, and maintain personal data of its applicants, students, employees, graduates, research subjects, and others involved in its educational, research, and community programs. The lawful bases include, without limitation (1) admission, (2) registration, (3) administration and delivery of classroom, online, and study abroad courses, (4) academic performance and grades, (5) communications and correspondence, (6) financial aid, (7) campus housing, (8) identification and security, (9) eligibility to participate in athletics, health, or other services, (10) employment, (11) research and development, and (12) records retention. To the extent required by the EU GDPR, I consent to the University collecting, processing, using, and maintaining my Personal Data for any or all of the lawful bases described above.

(b) Sharing of Personal Data. I understand that the University may share such personal data with the third parties under a memorandum of agreement where the sharing of such personal data is necessary or desirable for the foregoing purposes and bases, and the personal data is safeguarded and protected in a commercially reasonable manner. To the extent required by the EU GDPR, I consent to the University sharing and/or transferring my Personal Data to the third parties as described in the preceding sentence.

(c) Retention Period of Personal Data. I understand that the University will retain my Protected Data for no longer than is necessary in accordance with applicable federal and state laws and UH policies.

(d) Rights as a Data Subject. I acknowledge and understand my rights as a “data subject” described in the UH GDPR Privacy Notice, and I understand that my rights as a “data subject” are not absolute, and that the University may be entitled to refuse requests where exceptions or special circumstances apply. I further acknowledge and agree that in certain circumstances, the University will not be able to fully accommodate my request to be erased from University records.

Exhibit B

Authorized Recipients of Student Participant's Personal Information

Name

Relationship

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____