RELEASE AND INDEMNITY AGREEMENT FOR STUDY ABROAD PROGRAM

I, the undersigned, desire to participate in Miami Dade College's study abroad program ("the Program"). I understand that Miami Dade College will not allow me to participate in the Program unless I also enter into this Agreement. Therefore, in exchange for permission to participate, I make the following representations and agreements, which I understand that Miami Dade College is relying on:

1. I am of sound mind, in good health, and have no physical or mental conditions that would hinder or prevent me from participating in the Program.

2. I am at least 18 years of age and I possess the legal capacity to enter into this Agreement.

3. The term "the College" as used in this Agreement shall mean Miami Dade College, its District Board of Trustees, officers, directors, employees, agents, staff members, campus directors, chaperones, group leaders and advisors, and any host institution(s) faculty abroad and its employees and agents and any tour organizers or arranger employee or utilized in connection with the Program and its employees and agents.

4. No one associated with the College or with the Program has made any representation or promise to me about the matters covered in this Agreement, apart from what is written in this Agreement. Accordingly, this document contains the entire agreement between the College and me with respect to the matters covered by the Agreement. I understand that the terms and conditions of this Agreement are contractual and legally binding.

5. I understand and agree that this Agreement is intended to provide as much protection to the College as the laws of the State of Florida permit. If any part of this Agreement is illegal, I still agree to be bound by the remaining lawful provisions of this Agreement.

6. I understand and agree that the laws of the State of Florida will control and will be used to interpret this Agreement. The laws of the State of Florida will govern any legal action arising out of my participation in the Program. I further agree that any legal actions arising out of this Agreement must be filed in a court of jurisdiction in Miami-Dade County, Florida.

7. I understand that this agreement is binding not only on the College and me but also on our respective representatives, heirs, estates, beneficiaries, successors and assigns.

RELEASE AND INDEMNITY PROVISIONS FOR BENEFIT OF COLLEGE

I understand that all travel, whether it is domestic or foreign, involves risk and can be dangerous. My participation in the Program, I voluntarily expose myself to these risks and dangers, whether expected or unexpected. I am aware of these risks and dangers and I am aware that I may obtain appropriate insurance coverage at my own expense. On my behalf and on behalf of anyone who, as a result of my participation in this Program, can make a claim, I release, discharge and hold the College harmless from any and all liability and responsibility for any loss, damage or injury of any kind, including death, which I may suffer as a result of or in connection with my participation in the Program. This release covers any loss, damage, injury or death caused by:

_____

_____

_____

Participant's Initials

(1) Any criminal, illegal or unauthorized acts of third parties including but not limited to any terrorist act, hijacking or sabotage;

(2) Any social or labor unrest;

(3) Any political conditions;

(4) Any mechanical or constructional difficulties or conditions;

(5) Any diseases, local laws or climatic conditions;

(6) Any conditions, development, actions or omissions outside of the control of the College; and

(7) Any other expected or unexpected conditions, developments or risks connected with domestic and/or foreign travel even if I suffer the loss of money, property, health, or life, and irrespective of who is or may be at fault, or whose negligence, including the negligence of the College's, may have caused my loss, injury or death.

I HAVE READ EACH AND EVERY WORD IN THIS RELEASE AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THEIR SIGNIFICANCE. I VOLUNTARILY SIGNED THIS RELEASE AND INDEMNITY AGREEMENT.

NAME OF PARTICIPANT (PLEASE PRINT) _____

AGE _____

DATE: _____

ADDRESS: _____
_____

TELEPHONE: _____

PROGRAM AND DATES (TERM): _____

PARTICIPANT'S SIGNATURE: _____

_____
Participant's Initials

Miami Dade College

Optional

ALL MARRIED PARTICIPANTS MUST HAVE THE FOLLOWING PROVISIONS SIGNED BY THEIR SPOUSE

As a spouse of _____, I have read each and every word of this Agreement and I fully understand the terms and conditions for my spouse to participate in this Program. In exchange for my mutual agreement with my spouse for their participation in the College's Program, I voluntarily sign this Release and Indemnity Agreement. By signing, I agree to release, waive and hold the College harmless from any and all claims I may have, including any claims for loss or deprivation of my spouse's services, support, sexual relations, comfort or attention that I may suffer as a result of, arising out of or in connection with any of the events, conditions or risks stated in the Agreement, even if such loss, liability, damage, costs or death is based on the negligence of the College.

SPOUSE'S NAME: _____

AGE: _____ DATE: _____

NAME OF PARTICIPANT (Please print) _____

ADDRESS: _____
_____

TELEPHONE: _____

NAME OF PROGRAM AND DATES (TERM): _____
_____

Spouse's Signature: _____

_____
_____

_____
Participant's Initials