

ACKNOWLEDGEMENT RELEASE, AND COVENANT NOT TO SUE
For Minor Student Participating
in Off-Campus Programs

This legally binding Agreement, inclusive of a release of claims and a covenant not to sue, is executed by the guardian(s) of _____ (Full legal name of Minor) whose address is _____ and provided to Simpson College, 701 North C Street, Indianola, Iowa 50125 (the "College").

1.0 We, the undersigned, request that _____ (Minor's name) (referred to as our "Child") be permitted to participate in the College's Off-Campus Program in _____ during _____ (month/year) ("Program"). We understand and hereby acknowledge that our Child's ability to participate in the Program is wholly discretionary on the part of the College, and that if we do not sign this document, and agree to its terms, our Child will not be permitted to participate in the Program.

2.0 In consideration of our Child being permitted to participate in the Program, we release, waive, and forever discharge, the College, any Host Institution, and its and their governing boards, officers, agents, employees, and students (collectively "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which (collectively "Claims") we and/or our Child may have or which may hereafter accrue to us and /or our Child, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death (collectively "Injuries"), that may be sustained by our Child or by any property belonging to us and/or our Child, whether caused by the negligence or carelessness of the College or otherwise, while our Child is in, on, upon, or in transit to or from the premises where the Program occurs or is being conducted; and we hereby covenant not to sue Releasees for any Claim(s) related to and such Injury(ies).

3.0 We have signed this Agreement in full recognition and appreciation of the dangers, hazards, and risks associated in any way with our Child's participation in the Program, which dangers include but are not limited to serious or even mortal injuries and property damage as well as criminal prosecution for our Child's actions. These include risks involved in our Child's traveling to and from, and immersing himself/herself within, one or more foreign countries; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances and local medical and weather conditions. We understand that these and other risks are further described in the U.S. Department of State Consular Information Sheet and Travel Warning for the country or countries to which our Child will be traveling. We have accessed the applicable Information Sheet(s) and Travel Warning(s) at <http://travel.state.gov/travel/>. We further understand that domestic travel also involves risks that in some circumstances are similar to those presented by international travel. We understand that our Child's housing may be located in an area that is dangerous to his/her personal health and safety. We understand that there are unascertainable risks of a pandemic and that our Child may be subject to quarantine while traveling internationally or within the United States. We further attest that we have fully discussed the aforementioned risks

and hazards, and we and our Child have individually assumed the risks involved with our Child participating in the Program.

4.0 We understand and agree that Releasees do not have medical personnel available at the location of the Program. We understand and agree that Releasees are granted permission to authorize emergency medical treatment for our Child if necessary and that such action by Releasees shall be subject to the terms of this Agreement. We understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. We authorize the College to take whatever action it deems necessary and in our Child's best interest (including transporting our Child out of the country) in the event of medical needs or social or political unrest or any other unforeseen event or condition. We further state that there are no health-related reasons or problems which preclude or restrict our Child's participation in the Program, and that we and/or our Child have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to us and/or our Child. If the College incurs any expenses on our Child's behalf that are not covered by insurance, we agree to reimburse the College for such expenses.

5.0 It is our express intent that this Agreement shall bind the members of our family, if our Child is alive, and our Child's family, estate, heirs, administrators, personal representatives, or assigns, if our Child is deceased, and shall be deemed as a release and covenant not to sue in favor of the above-named Releasees.

6.0 We understand our Child and we are solely responsible for the consequences of our Child's actions and our Child is responsible for exercising caution and common sense while participating in the Program. We also understand the College is not responsible for assisting our Child with any legal action that results from our Child's actions while participating in the Program. We further agree to save and hold harmless, indemnify, and defend Releasees from any claim by us, our Child, or any other person or entity, arising out of our Child's actions while participating in the Program.

7.0 We agree, while participating in the Program, our Child must comply with the College's rules, standards and instructions, and we understand that our Child's failure to do so may result in disciplinary action, including our Child being sent home at our own expense, and without refund. We understand that our Child's participation in the Program may be terminated if he/she is expelled or suspended from the College or otherwise disciplined by the College or authorities, or if the College, in its sole discretion, determines that our Child's conduct is disruptive or detrimental to himself/herself, other participants, or the operation or reputation of the Program. We agree to indemnify the College if our Child does anything that causes it to sustain financial loss or liability.

8.0 We understand any tickets issued and services provided to our Child as part of the Program are subject to the terms and conditions under which such tickets and services are offered and provided by the carrier, hotel, motel or other provider of travel services or

transportation accommodations and that any passenger ticket constitutes a contract between the carrier and us.

9.0 In signing this Release, we acknowledge and represent that we have fully informed ourselves of the contents of this Agreement by reading it before we sign it, and that we have reviewed it, and understand what it means and that we sign this document as our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made to us by or on behalf of the College.

10.0 We further agree that this Agreement shall be construed in accordance with the laws of the State of Iowa. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions of this Agreement shall not be affected thereby.

We further state that we are fully competent to sign this Agreement and that we execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, we have executed this Agreement this ____ day of _____, 200__.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

PARENTS OR GUARDIAN

(Name)

(Relationship to Child)

(Signature)

Date

(Name)

(Relationship to Child)

(Signature)

Date

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