



ROGUE COMMUNITY COLLEGE DISTRICT (RCC)
STUDY TOUR TRIPS AND INTERNATIONAL STUDY TRIPS
AGREEMENT AND RELEASE FORM

The following paragraphs defined Rogue Community College's (RCC's) responsibility with respect to all its study tour trips. We strongly advise you to carefully read the following pages. Please sign the terms and conditions and return with your registration/application and deposit. The extra copy is for your files.

Assumption of Risk

Participant understands and agrees that participation in study tour trip (hereinafter "Trip") may involve foreseeable and unforeseeable risks and hazardous activity which may be dangerous and may involve the risk of severe injury, and/or death, and/or property damage to Participant or bystanders, including but not limited to injury, accidents and/or illness due to food and food preparation, use of public transportation, automotive traffic, and/or any outdoor activities, and that no trip can be undertaken that is entirely free of any such risks as mentioned above. Participant hereby releases RCC, and its agents, from any and all liability for injury, damage and/or loss, including but not limited to death, to Participant or third parties or property which may result from Participant's voluntary participation in the Trip or such other voluntary activities, including but not limited acts of God, weather, strikes, quarantines, civil disturbances, detention, theft, default, annoyance, terrorism, changes in government regulations, war, or failure of conveyance to arrive and/or depart as scheduled, etc., over which RCC has no control, and **any such injury, damage or loss that may arise as a result of the negligence of RCC**. Participant, or parent/guardian freely and voluntarily authorizes participation in the Trip with knowledge of the danger involved and hereby agrees to assume and accept any and all risk of injury, death, or other damage or loss.

Participant understands that Participant is responsible for exercising caution and common sense at all times to avoid injury. Participant understands that RCC is not responsible for any injury, damage and/or loss whatsoever suffered by Participant during periods of personal time while on the Trip (which Participant understands is any time period unsupervised by RCC supervising staff), **including but not limited to any such loss, damage or injury that may arise as a result of the negligence of RCC**.

Rules of Participation

Participant covenants and expressly agrees that throughout the Trip, participant will conduct him or herself in accordance with all applicable statutes, ordinances and other laws including but not limited to all Trip rules established by RCC, and laws, regulations, and orders and requirements of duly constituted public authorities of the countries or states where the Trip takes place. Participant understands and agrees that the use or possession of narcotics, or any other illegal

substances on the trip is expressly prohibited and Participant understands that Participant must abide by all RCC policies as published in the Student Catalog.

Participant further understands that his or her violation of any rules, regulations, and/or orders of RCC personnel and/or any other lawful authority is grounds for immediate expulsion from the Trip. Participant shall indemnify and hold RCC, its agents, employees, board members, officers, and representatives harmless from the consequences of any violation of such orders, laws, rules, regulations, ordinances and all claims for damages resulting from such violations, including reasonable attorney fees. Participant further covenants and agrees that RCC's supervisory personnel on the Trip have the right, in their sole discretion, to terminate the Participant's participation in the Trip if it is determined by them that his or her conduct is incompatible with the interests, harmony, comfort, and welfare of the group as a whole. If participation is terminated, Participant consents to being sent home at Participant's own (or Participant's parents') expense with no refund of fees (if applicable). Participant further agrees and understands that the violation of any rules or regulations may be just cause for suspension or expulsion of Participant from RCC.

Photographs, Audio and Video Release.

Participant agrees that photographs, pictures, slides, movies, video, audio or other media coverage of Participant may be taken during the Trip without compensation by RCC, and Participant hereby consents to the use of such material by RCC and its agents for any legal purpose.

Travel Arrangements, Accommodations and Personal Property.

RCC gives notice that services provided in connection with its itineraries, including but not limited to transportation, hotel/hostel/hut/campground accommodations, game parks, state, national, and/or provincial parks, museums, restaurants, and other services, are purchased from various independent suppliers and/or vendors who are not affiliated with RCC in any way. Although it endeavors to choose the best suppliers and vendors available, RCC has no right to control their operations and, therefore, makes these travel arrangements upon the express conditions that RCC and its own agents and employees shall not be liable for any expense, delay, mishap, irregularity, inconvenience, bodily injury or death to person, or damage to property occasioned through the conduct or default of any company or individual engaged in providing these services. Each of these passenger conveyance companies, tour companies, restaurants, hotels/huts/hostels, etc. is subject to the laws of the province, state or country where the service is provided.

RCC shall not be liable for the following: (a) expenses, such as but not limited to additional hotel/hostel/hut nights and meals not specified in the individual trip itineraries that may be required either in route, prior to, or following the Trip, when caused by individual clients' travel arrangements, by airline scheduling or airline schedule changes, missed flight connections, canceled flights, or by other factors not under the control of RCC; and (b) expenses incurred in recovering luggage lost by airlines, belongings left behind on a trip, or in shipping purchases or other goods homes from abroad.

RCC assumes no liability or responsibility whatsoever for any personal property of participant brought on or purchased on the Trip by Participant.

Participant Health, Medical Release and Insurance.

Participant is held responsible for being in sufficient good health to undertake the Trip. In the event of any medical emergency, Participant agrees to grant to RCC or any of its agents or representatives on the Trip, the full authority to take any action deemed necessary to protect the Participant's health and safety at the Participant's own expense including but not limited to placing the Participant under the care of a doctor or in a hospital or any place for medical examination and/or treatment or returning the Participant to the United States or Medford, Oregon at the Participant's own expenses if such return is deemed necessary after consultation with medical authorities.

The Participant understands and agrees that RCC assumes no liability for any medical, hospital, and/or related expenses incurred by the Participant while on the Trip. Participant understands and agrees that as a condition for participation in the Trip, Participant shall have his/her own health and/or accident insurance covering any medical expenses Participant may incur while on the Trip, including but not limited to hospitalization expenses. Participant further represents and warrants that said insurance shall be kept in full force and effect throughout the duration of the Trip and that should the Trip covered by this agreement take place outside of the United States, said health insurance covers Participant's participation in the Trip. Participant further agrees to provide proof of said health insurance by providing proof of membership card or letter from health insurance carrier.

Trip Supervision, Activities and Participation.

RCC reserves the right to substitute trip leaders and/or trip co-leaders for those listed in itineraries and/or promotional material without prior notice to the Participant.

RCC reserves the right to accept, or to restrain from further participation, any person it judges to be incapable of meeting the requirements and rigors of participating in the activities, or any person whose actions or deportment impede trip operation or the rights, welfare and/or enjoyment of other trip participants. Any refund for the cost of unused land services shall be determined by RCC on a case by case basis. In most cases, a refund is the limit to RCC's responsibility.

Participant has the responsibility to select a trip appropriate to their abilities and interests. In order to assist participant in their selection of a suitable trip, we grade and/or classify each trip. Participants are the final and ultimate arbiters in any decision about their participation in any activity scheduled as part of the itinerary and are free to decline any such participation due to their judgment and/or concern for health, comfort, safety, and/or well-being. Participant is responsible to take any and all precautionary steps during their Trip with RCC to assure their own health, well-being, safety and comfort as well as that of others in their group.

For trips where evacuation insurance is mandatory (safaris in African countries and explorations into Australia's Outback), Participants are responsible for purchasing insurance and showing proof of such insurance to RCC prior to the Trip date.

Release of Claims

All references in this Agreement and Release to the RCC and its agents shall include The Rogue Community College District, its officers, directors, staff members, counselors, group leaders, employees, and agents. All references herein to Participant shall include the parent, legal guardian, or other adult responsible for the Participant, if Participant is a minor.

Participant understands and acknowledges that RCC is not an insurer of Participant’s behavior, actions or participation in the Trip and RCC assumes no liability whatsoever for personal injuries or property damage to Participant or to third persons arising out of Participant’s participation in the Trip. In consideration of the benefit conferred upon Participant by Participant’s participation in the Trip, Participant, or Participant’s parent/guardian hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless RCC and it agents from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant, or loss or damage to any property belonging to Participant arising out of or related to participation in the Trip, **including but not limited to any such loss, damage or injury that may arise as a result of the negligence of RCC**. Further, Participant agrees to indemnify and hold harmless RCC and its agents from any and all liability, losses, damages, costs, expenses, claims, actions, demands and injury of whatever nature caused to third parties, whether to person or to property, by Participant’s negligent or intentional acts or omissions during the Trip.

Participant, or parent/guardian of Participant, has carefully read these terms and understands their content and is aware that this a release of liability and a contract between Participant or parent/guardian of Participant and RCC, and that this release shall bind Participant and Participant’s personal representative, heirs, and next of kin. This Agreement shall be governed by Oregon law regardless of the location of the activity. Participant, or parent/guardian of Participant, acknowledges and agrees that this release of liability is intended to be as broad and inclusive as is permitted by the laws of the State of Oregon and that if any portion hereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I, the designated Participant, understand that if I am under 18 years of age a Parent/Guardian must sign this release form as well, authorizing emergency medical treatment as deemed necessary. I understand that this Agreement may not be modified other than in writing signed by all parties to this Agreement.

Signature of Student/Participant Date Printed Name

Signature of Parent/Guardian (if student is under 18) Printed Name

Study Tour Trip: _____

Dates : _____