

HARVARD UNIVERSITY



Domestic Research or Study

Conditions of Participation and Assumption of Risk and General Release Form

THIS IS A RELEASE OF LEGAL RIGHTS - READ AND UNDERSTAND BEFORE SIGNING

I am a student at Harvard University (“Harvard”) and will receive or have received funding and/or the opportunity to earn academic credit from Harvard for research or study outside Massachusetts (the “Project”). I have chosen to undertake this Project voluntarily. I was not required to undertake this Project as a condition of receiving my degree. This agreement confirms my understanding of the following:

- 1. General Risks of Travel.** I understand that participation in the Project may involve risks not found in study at Harvard. These include, without limitation, risks involved in travel; local political, legal, medical, public health, social, economic, and weather/climate conditions; disease outbreaks, including without limitation pandemic or endemic diseases; different capabilities of emergency response; standards of design, safety, and maintenance of buildings, public places, and conveyances that are different than those common at Harvard; and different standards of data privacy and information security. I recognize that I may be subjected to potential risks, illnesses, injuries, and even death. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly.

I recognize that my day-to-day choices and behaviors can have a major impact on my health and safety during my participation in the Project and promise to take every precaution to safeguard my security and health and to protect my personal belongings and information, as well as any Harvard-owned equipment and devices I take with me as part of the Project (if applicable), and any non-public Harvard data or research information that I collect, store, or access as part of the Project (if applicable), from damage or theft. I acknowledge that Harvard recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and wellbeing.

Although Harvard may be providing funding and/or academic credit for the Project, and may have reviewed my travel plans in light of the information available at the time and permitted me to travel, I recognize that Harvard is not in the position to evaluate, and therefore cannot evaluate, whether the Project will take place in a safe and secure environment. These are judgments that I recognize I must independently make. I take full responsibility for travel both to and from the Project location and agree that I will assume all risks of any such travel.

- 2. Health Insurance; Medical Care; Other Emergencies.** I understand that I am responsible for obtaining any recommended immunizations before traveling to my destination. During my participation in the Project, I will carry valid and current medical insurance and have a valid insurance identity card to bring. I have reviewed my coverage and have determined that this insurance is adequate to cover injuries or illnesses that I may sustain while participating in the Project. I will be solely responsible for payment in full of all costs of medical care I may receive.

I authorize Harvard to obtain appropriate health care for me in the event that I need it but am unable to obtain it for myself. I further agree to hold harmless and indemnify Harvard for any and all actions taken by Harvard to provide or obtain emergency medical care for me during the Project. I also understand and agree that if I experience serious health problems, suffer an injury, or am otherwise in a situation that raises significant health and safety concerns, then Harvard may contact my parent(s)/legal guardian(s) or any other person whose name I have provided as my “emergency contact.” I understand that Harvard ordinarily will not initiate such contact without first having a discussion with me.

- 3. Cost.** I understand that I will be responsible for all costs of the Project beyond those covered by any award or financial aid that I may receive, as well as any additional expenses that I may incur during the Project.
- 4. Standards of Conduct.** I recognize that I have an important personal obligation to conduct myself in a manner compatible with local laws and regulations; with Harvard’s policies and instructions for student conduct set forth in my School’s *Student Handbook* or other policy documents, in this Agreement, and in any Project-specific materials; with any other relevant Harvard policies, guidance and/or instructions; and with the policies of my host institution (if any). I will become informed of, and will comply with, all such laws, regulations, policies, guidance, instructions, and standards, including without limitation those involving the use and sale of drugs and alcohol, and promise to act responsibly and with respect for persons and property. I will refrain from conduct that is improper, offensive, or otherwise inappropriate for the Project, or that is potentially detrimental to my own or others’ health or safety. I agree that Harvard has the right to enforce all standards of conduct described above.
- 5. Risks of Particular Activities.** In addition to complying with all national/local/domestic travel restrictions or orders, including without limitation any requirements imposed during a health or other emergency, I agree not to engage in activities deemed by Harvard or commonly understood to be dangerous to individual safety. These include, but are not limited to, motorcycling, hitchhiking, driving or renting a car (unless, for graduate or professional students, doing so is

necessary for me to participate in the Project), parachuting, bungee-jumping, hang-gliding, riding in private airplanes, rock climbing, whitewater rafting, scuba diving, and any other activity so designated by Harvard.

- 6. Project Arrangements.** I understand that Harvard does not represent or act as an agent for, and cannot control the acts or omissions of, any host family, employer, transportation carrier, hotel, tour organizer, or other provider of food, goods, or services involved in the Project. I understand that Harvard is not responsible for matters that are beyond its control, and that it cannot warrant the safety or convenience of the circumstances under which I will be living or working.
- 7. General Release.** Knowing the risks described above, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Project. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, faculty, staff, representatives, employees, and agents, from and against any present or future claims, losses, liabilities, costs, and expenses for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the Project (including periods in transit to or from my destination), resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties. However, I understand that nothing in this paragraph shall act as a waiver of any rights I may have under the Massachusetts Workers' Compensation Act.

I certify that I am age 18 or older. I have carefully read and freely signed this Assumption of Risk and General Release Form. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this agreement or the Project.

Signed: _____ Date: _____

Student Name (print): _____

Harvard College Residential House Affiliation (if applicable): _____

If student is under age 18, the parent and/or legal guardian must sign below:

I, the undersigned parent and/or legal guardian of the student listed above (the "Student"), do hereby consent to his or her participation in the Project and in international travel as part of the Project. I, as the parent of the Student and on behalf of the Student, release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I or the Student may suffer, or for which the Student may be liable to any other person, related to the Student's participation in the Project (including periods in transit to or from the Student's destination), resulting from any cause, including

but not limited to negligence on the part of the Student or any of the released parties.

Signed: _____ Date: _____

Parent/Guardian Name (print): _____

EMERGENCY CONTACTS:

United States or home country:

First Contact

Name: _____ Relationship: _____

Phone (home): _____ Phone (cell): _____

Email Address: _____

Second Contact

Name: _____ Relationship: _____

Phone (home): _____ Phone (cell): _____

Email Address: _____

Site:

Site Name (if any): _____

Sponsor (if any): _____

Phone (home): _____ Phone (cell): _____

Email Address: _____