STATEMENT OF RESPONSIBILITY AND ASSUMPTION OF RISK REGARDING THE UNIVERSITY OF TENNESSEE PROGRAMS ON OSSABAW ISLAND, GA.*

The undersigned is a student seeking enrollment in courses taught on Ossabaw Island, GA May 25--June 11, 2002 (near Savannah) (hereinafter referred to as "the program"). In consideration for acceptance into the program, the undersigned agrees to the obligations and considerations set forth herein. Student acknowledges that participation in the program is wholly voluntary. Reference in these conditions to The University of Tennessee (hereinafter referred to as "UT") shall include all its officers, trustees, employees, agents and related parties, individually and collectively. Reference in the conditions to "participants" shall include all students who have been accepted into the program. All reference herein to "the parents" of the participants shall include the legal guardians or other adults responsible for the applicant.

Behavioral Responsibilities: All participants will at all times comply with rules, standards, and instructions for student behavior set forth in Hill Topics, the UT Student Handbook. UT reserves the right to enforce the standards of conduct and specifically reserves the right to terminate participation in the program by anyone who fails to maintain these standards or for any action or conduct which UT considers to be incompatible with the interests, harmony, comfort, and welfare of other participants. Students whose conduct warrants termination from the program will have the right to appeal that termination under the appeals process in Hill Topics. However, monies expended on behalf of the student at the time of termination will not be refunded. It is important that participants conduct themselves in an entirely honorable manner during their association with this program, and avoid any act that might reasonably be construed as violation of the University standards of conduct.

Academic Responsibility: For the satisfactory completion of the course for credit, participants are expected to attend all lectures and walks on Ossabaw Island and classes (pre and post trip) and to complete all assignments and examinations in a timely way.

Release of Liability: The undersigned releases UT, any organizer or travel arranger, and all employees and agents of the foregoing, from liability for any and all claims for sickness, personal injury, death, property damage, or other loss, of whatever nature and howsoever caused, that may arise out of or be in any way related to the program or the undersigned’s participation therein including, but not limited to, claims resulting from delay; the criminal acts of others; the use of any vehicle; strike; war; threat or act of terrorism; weather; sickness; quarantine; any governmental restriction or regulation; or any act or omission by marina, steamship line, airline, railroad, coach line, taxi service, hotel, restaurant, college; or any other person, except for the negligent acts of University employees, covered by the Tennessee Claims Commission Act and
intentional acts. Participants are urged to have personal insurance for all such contingencies.

**Hazards:** I acknowledge that study on Ossabaw Island involves certain hazards including but not limited to risk of injury, unsanitary conditions, civil arrest, assault, death, various diseases, transportation risks, terrorism, animal bites or stings, sunburn, drowning, or inclement weather, including hurricanes.

**Photos:** Participants consent to the use, reproduction, and publication in any media now know or later developed of their photographs, comments, and photographic likenesses by UT for publicity and educational purposes insofar as UT may in its discretion think fit.

**Participant Welfare:** UT can not guarantee the safety or welfare of participants. UT will make reasonable efforts to inform participants of safety and welfare conditions related to the trip. UT has no responsibility regarding any independent travel, nonsponsored activities, or absences from UT sponsored activities, which is strictly at the individuals own risk. I understand that an emergency from Ossabaw may require helicopter or boat evacuation. I further understand that if I (those students enrolled in both section I from May 26-30 and enrolled in section 2 from June 2-6) elect to leave Ossabaw Island between sessions (May 30-June 2), that my welfare during that time is not the responsibility of UT.

**Health and Safety:** UT reserves the right to take whatever action it may consider warranted by circumstances relating to the health and safety of the participants, and the undersigned hereby releases UT from any liability for such actions or decisions.

**Medical Services:** The participant hereby authorizes UT and its agents and employees at their discretion without obtaining any further consent to arrange such medical services and treatment as may be deemed necessary for the participants at the sole risk and expense of the participants or their parents. If deemed necessary or desirable by UT, any participant may be returned home by commercial airline or other means for medical treatment at the risk and expense of the participant or parents. **Participants are strongly advised to have an insurance policy to cover such risks.** UT has no responsibility for any injury or damage which may arise out of or in connection with such authorized medical treatment.

**Property Damage:** Should a participant damage property belonging to UT or any part of a boat or anything belonging to Ossabaw Island, the participant agrees to indemnify the injured party, regardless of whether the loss or damage arises out of the joint or concurrent negligence of any other party, and agrees to accept such penalty as the Dean may reasonably impose. The participant also agrees to discharge all other indebtedness or obligations to UT before the conclusion of the program and understands that failure to do so may result in the withholding of credit and the payment of administrative fees for the subsequent discharge of these obligations.
Indemnity: The participant agrees to assume the liability and all claims or damages for any sickness, personal injury, death, personal injury, death, property damage or any other loss that may arise, either wholly or in part, out of any negligent, intentional or other act or omission by the participant in connection with the program, including those claims or damages that may arise out of the sole, joint or concurrent negligence of UT.

Substance Abuse Policy: The use, distribution, transportation, possession or sale of a controlled drug or substance, or unauthorized prescription while a participant on this program represents a serious breach of conduct and will result in expulsion from the program and notification of the appropriate officials of the parent institution and/or others who may be concerned. Also, to be present, though not a participant, during a violation of this policy will in itself be deemed reprehensible and subject to penalty.

Termination Policy: If any participant should have his or her participation terminated, then UT shall have the right to require the participant to quit the program without refund or fees.

Travel Arrangements: UT will endeavor to adhere to all arrangements by and from the marina in Richmond Hill, GA. to Ossabaw Island and back to the Marina but nevertheless reserves the right to change or alter any arrangement of location or content of the program or travel arrangements should UT deem such alteration necessary. Travel from UT to the marina in Richmond Hill and back are the responsibility of the student.

Cancellation Policy: In the event of cancellation of an entire session of this program before commencement of the program, all monies paid to UT prior to that time will be refunded, unless such monies have already been paid to others. Should an unavoidable event such as an epidemic, hurricane, civil unrest or the threat of terrorist activity result in a partial cancellation, UT will refund a pro rata refund of all fees, together with an appropriate evaluation of academic credit, of monies not already paid to others. These actions will terminate any further liability upon the part of UT.

Document Responsibility: No responsibility is accepted by UT for failure by participants to carry the relevant driver’s licenses, passports, visas, tickets, or other documents required for the purpose of travel or for their loss or replacement.

The undersigned acknowledges that he/she is above the age of 18, that he/she has read the above statement and agrees to the conditions set forth above. This release and hold harmless agreement binds the members of my family and spouse, and my estate, family, heirs, administrators, personal representatives, and assigns. The undersigned further agrees this Statement of Responsibility and Assumption of the Risk is to be construed under the laws of the State of Tennessee, U.S.A., without regard to its conflict of laws provisions, and that jurisdiction and venue in Knox County, Tennessee. If any portion hereof is held invalid, illegal, or unenforceable, the remaining portions shall be in full force and effect.
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I HAVE READ THIS THREE-PAGE DOCUMENT BEFORE SIGNING IT AND I SIGN THIS DOCUMENT OF MY OWN FREE ACT AND DEED, INTENDING TO BE BOUND BY THE PROMISES I HAVE MADE HEREIN.

_____________________________________
Print Name

_____________________________________
Signature

_____________________________________
Date

_____________________________________
Program/Course

I accept responsibility to pay for any medical, legal or other emergency expenses incurred by the University on behalf of the above named student during the program and for travel to and from the program location.

_____________________________________
Signature of Parent, guardian, or spouse

_____________________________________
DATE

_____________________________________
Notary Seal and Signature

*Adapted from UT Study Abroad International Programs Statement