



Northwestern Michigan Study Abroad Covid 19 Agreement

By agreeing to participate in a Northwestern Michigan College (NMC) Study Abroad program you understand and agree that:

- You agree to be fully vaccinated for Covid 19 with a booster (if eligible) before beginning any travel related to your NMC study abroad program.
- NMC is not responsible for accidents, delays, incidents, injury, or additional expenses that arise due to the COVID-19 novel coronavirus.
- Additional expenses NMC is not responsible for can include, but may not be limited to, visa application costs, return airfare due to program suspensions or interruptions, housing and meal expenses beyond the official program end date, and costs due to quarantines that are a requirement of your host institution (and/or host country).
- You are making the decision to participate in an NMC study abroad program following a review of current travel guidance and your own independent investigation and assessment of the potential risks of studying abroad
- You expressly agree to review and follow any health and safety guidance and/or requirements provided by NMC and/or the contracted study abroad provider, host institution, or host country during your study abroad program.
- NMC is not financially responsible for any disruption of travel caused by COVID-19 novel coronavirus or other unforeseen events beyond NMC's control.
- While abroad, public health and safety measures may be implemented by the country you are residing in, of which NMC has no control.
- You have thoroughly read and understand exactly what NMC's and/or contracted provider's required insurance health does and does not cover.
- NMC assumes no responsibility for providing medical care during your study abroad program.
- You have read and understand the information provided in NMC's Student Study Abroad Manual.

ASSUMPTION OF RISKS: I am voluntarily participating in an NMC study abroad program. I understand that while NMC and the contracted study abroad provider/host institutions have undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the study abroad program, NMC and the contracted study abroad provider/host institutions are not responsible in any manner for any risks related to COVID-19 in connection with the study abroad program. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in an NMC study abroad program (including any related travel) carries with it certain inherent risks related to COVID-19

transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks.

WAIVER AND RELEASE: In consideration of my participation in an NMC study abroad program, I (being 18 years of age or older) do hereby forever release, waive, discharge, covenant not to sue, and hold harmless NMC, the contracted study abroad provider and any host institution affiliated with the study abroad program and each and every one of their past, current and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors and assigns, from any and all damages, injuries, losses, liability, claims, causes of action, litigation or demands, including, but not limited to, those for personal injury, illness, death, property damages, expenses or other consequences resulting directly or indirectly from or in any manner arising out of, related to, or in connection with COVID-19 and in connection with my participation in an NMC program or any travel related thereto. I further covenant not to sue NMC and/or the contracted study abroad provider or host institutions in connection with any of the claims released herein.

This Agreement (and the waiver and release set forth herein) shall also be binding on my heirs, executors, administrators, assigns, successors, and all other persons who may claim through me. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically.

To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of or relating to this Agreement that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

I have carefully read this Assumption of Risk, Waiver, and Release before agreeing to it and enter into it voluntarily in consideration of the opportunity to participate in an NMC study abroad activity. I acknowledge that I am giving up legal rights and/or remedies which may be available to me.

Signature of Participant

Date

Name (please print)

If you are under eighteen, please have your parent/guardian sign below

As the parent or legal guardian of the participant whose signature appears above, I have read and understood the conditions outlined above, have given my child or ward permission to participate in the program, and agree to be bound by the conditions outlined above as if I myself had signed above.

Signature of Parent/Legal Guardian

Date

(if under 18 years of age)