



AN NMC *global* OPPORTUNITY

S - 1

Risk Management Form S-1

Part A: Student Declaration

(Must have signature before submitting S-1) Final approval will be made by the office of International Services and Service Learning)

Last Name: _____

First Name: _____

Program/City: _____

NMC ID: _____

Indicate program semester and year: **Summer 20__**

1. I certify that the information on my application is correct and agree to keep it updated as necessary. I understand that in becoming a participant in an NMC Study Abroad Program, I am subject to the program, and College rules and regulations regarding conduct, scholarship, and full participation in the program. I understand that if I am found in violation of these rules and regulations, I will be subject to NMC disciplinary action up to and including expulsion from NMC. In addition, I agree to abide by the laws of the host country.
2. I understand that illegal drugs in any form are not tolerated. Possession or use of illegal drugs may be punishable by fine, imprisonment, and/or deportation. I understand that program participants found using or possessing illegal drugs in any form are subject to immediate expulsion.
3. **I understand that, due to the special nature of off-campus programs, the on-site directors reserve the right to affect the return of any student who is not meeting the standards of scholarship or conduct of the program. I agree to bear the costs of return transportation in this case and to accept the withdrawal policy of the program.**
4. I understand that NMC cannot be held responsible for any injuries, loss, or damage to my person or property. I understand that there are risks associated with study abroad in addition to those which relate to cultural differences or other local conditions.
5. I understand that my parents may be contacted regarding issues that relate to my health and safety or behavior which may arise during and regarding my participation in a NMC study abroad program.
6. I accept final responsibility for tuition and fees associated with the program. I agree to pay or make arrangements suitable to NMC for payment of all fees and charges by the settlement deadline set by NMC Student Financial Services.
7. I understand that NMC reserves the right to alter or cancel any course or program at any time when deemed appropriate due to unforeseen circumstances.
8. I have the NMC Student Rights and Responsibilities Handbook and agree to abide by the policies and conditions therein.

Part B: Travel Waiver for Students

ASSUMPTION OF RISK AND RELEASE FOR OFF-CAMPUS ACTIVITIES

If accepted for participation in this program, I understand that I am accountable for all program fees. I acknowledge that an official hold may be placed on my records until all financial responsibilities are fulfilled. I acknowledge that I am responsible for my personal conduct and that I can be dismissed from the program for violation of program rules. I understand that tuition is not included in the program cost.

SELECTION - Selection of participants for Northwestern Michigan College (NMC) programs will be made by the faculty leader and with consultation with NMC. Off-campus experiences can be demanding and the selection may be competitive. Factors influencing selection are: the number of available places for a given program site, the applicant's prior academic and conduct record, language skills, evidence of motivation, ability to represent NMC, and evidence of maturity and independence. Participation may be denied to an applicant whose conduct prior to departure raises doubts that he or she should be allowed to participate in an international experience.

Whenever possible, the foreign study program will try to accommodate special needs. In some cases, however, this is not possible. The safety of our students will take priority over all other considerations in the selection of students, site selection, and housing arrangements.

NMC reserves the right to withdraw an offer of acceptance to any student who voluntarily or involuntarily leaves NMC or is found to have falsified the application.

CANCELLATION - I understand that I will be held accountable for the entire cost of the program once the confirmation date has passed. In the event that I notify NMC in writing of my intent to cancel my participation or withdraw for reasons beyond my control, I will remain responsible for all program costs incurred on my behalf.

Assumption of Risk/Release & Indemnification of All Claims and Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participating in a Program on or off campus.

Northwestern Michigan College (NMC) is a public Michigan community college. References to NMC or Northwestern Michigan College include the Trustees of Northwestern Michigan College, its employees, volunteers, students, authorized organizations and participating organizations, agents, and assigns, and anyone participating in the program activities.

I freely choose to travel on the Program indicated above and any other related or substitute travel including personal travel for the purposes of education, personal business, social service, or other experience (referred to as the Program) and I freely accept all the risks associated with the Program. I expressly agree that I am not an employee of NMC, and have no employee rights or benefits including, without limitation, any workers compensation benefits.

I understand that NMC is not an agent of, and has no responsibility for, any third party including without limitation any sponsor that may provide any services, equipment, training, or activities associated with the Program.

I understand that Programs conducted off campus contain certain inherent dangers and risks, including jurisdictional laws for which I may not be familiar, customs of conduct for which I may not be familiar, lack of medical service and treatment, and other risks generally associated with travel. I agree to inform myself about these potential dangers of the areas I am traveling to and precautions which should be taken, including reviewing the State Department Consular Travel Information at <http://www.travel.state.gov> and the Centers for Disease Control Travelers Information at <http://www.cdc.gov/travel/> for health and immunization information. I agree that my safety is primarily dependent upon my taking proper care of myself and avoiding any activity or behavior which would harm me or others. I agree to observe the rules and practices which may be posted or advised by NMC. I agree that if I fail to act in accordance with this agreement I may be dismissed from the Program.

Despite precautions, accidents and injuries can occur. I understand the activities I may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment, or program participation. Therefore, **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- Death, injury, or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, which may occur as a result of participating in an activity or contact with physical surroundings, equipment or other persons.
- Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority.
- Theft or loss of personal property during the Program or any Program-related travel.
- Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
- Alteration including delay, extension, or cancellation of the Program due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Program or facilities, equipment, or services in association with the Program, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that participating in this Program and use of facilities at NMC and abroad is an acceptance of risk of injury.

Medical Treatment Authorization

I authorize NMC to act on my behalf in any medical emergency, if and as may be applicable.

Release from Liability, Indemnification Agreement, and Covenant Not to Sue

In consideration of NMC's support of the Program, I, the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators, and assigns, hereby do forever release NMC from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators, and assigns, may now have, or have in the future against NMC on account of personal injury, bodily injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the facilities, equipment, or services in association with the Program howsoever the injury is caused including whether by the ordinary negligence of NMC or otherwise.

In consideration of NMC's support of the Program I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS NMC from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way relating to my use of the facilities and my use of facilities, equipment, or services in association with the Program.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Program and the use of facilities, equipment, or services in association with the Program; that I am voluntarily assuming all risks, whether known or unknown; and that I am voluntarily participating in the program.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Program and my use of facilities, equipment, or services in association with the Program, and that by this agreement I am relieving NMC of any and all liability for such loss, damage, or death.

My signature below indicates that I have read and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am at least 18 years old and am legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of NMC permitting my use of facilities and my use of facilities, equipment, or services associated with the Program.

This agreement shall be construed and enforced in accordance with Michigan law and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under

Michigan law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

Release of Name, Address, and Number

May Northwestern Michigan College provide your name, e-mail address, and telephone number to current and future study-abroad participants and applicants? ☐ yes ☐ no

Note: Faculty leaders may request additional information, and NMC will also require additional information regarding health insurance, emergency contacts, etc.

I have read this complete form, thoroughly understand it, and have asked questions if I did not understand it. My signature below indicates my complete and willful consent.

Signature of Participant

Date

Name (Please Print)

Date of Birth

If you are under eighteen, please have your parent/guardian sign below. There will be additional forms that will need to be completed as well.

As the parent or legal guardian of the participant whose signature appears above, I have read and understand 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
(if under 18 years of age)

Date _____

REQUIRED NMC SIGNATURE

I accept this student into the specified Study Abroad program.

I verify that this student (print name)

- a. is in good academic standing at Northwestern Michigan College
- b. has cleared judicial review
- c. has obtained travel health insurance acceptable to Northwestern Michigan College requirements

Signature of Director of International Services and Service Learning at Northwestern Michigan College

IN WITNESS WHEREOF, this instrument is duly executed at _____, _____, this _____ day of _____, 20____.