

Program for Mexican Culture and Society in Puebla
Student Release Form: 2006-2007

Waiver and Indemnification Agreement

I, _____, am an adult over 18 years of age, and undergraduate student at _____ (hereinafter "Home Institution"), and a voluntary participant (or the parent or legal guardian of _____), who wishes to participate in the Program for Mexican Culture and Society in Puebla (hereinafter "PMCSPP" or "the Program").

I confirm that I have read and understood all of the terms and conditions for participation in the Program, including but not limited to the requirements established by my Home Institution, the PMCSPP application form, and the Program Brochure Catalogue.

In consideration of being permitted to participate in the Program, I hereby agree as follows:

1. I understand that PMCSPP reserves the right to modify or terminate the Program or my participation in the Program at any time, either prior to my participation or during the academic semester of my participation, if, in PMCSPP's sole discretion, such modification or termination is necessary or desirable. I further understand and agree that PMCSPP will provide me with return transportation to the United States if the Program is terminated for any reason during my participation, and that PMCSPP will have no other or further obligation or responsibility to me in that event.

2. I understand that my participation in the Program for the full Fall 2006 and/or Spring 2007 semester(s) is necessary for the achievement of the Program's objectives and for the fulfillment of my obligations as a participant in the Program. Therefore, I agree not to withdraw from the Program, in the absence of a bona fide personal emergency, after the program has begun and prior to the end of the semester. In the case of a bona fide personal emergency, I understand that I may petition my Home Institution and PMCSPP for authorization to withdraw, and that a partial refund of monies paid to the Program may be granted in the sole discretion of my Home Institution and PMCSPP. I further understand, however, that if I withdraw from the Program without authorization after the beginning of the semester, I will be in breach of my obligations, and will not be entitled to a refund of any monies paid. Additionally, I understand that my Home Institution may impose such academic penalties as it sees fit.

3. I agree that I will become informed of and abide by all laws, rules, regulations, standards of conduct and policies applicable to or imposed by the local and national government of Mexico, the Benemérita Universidad Autónoma de Puebla, PMCSPP and my Home Institution. I further understand that my conduct during the course of the Program is of utmost importance, and I therefore agree to conform to standards of conduct consistent with the maintenance of the reputation of the Program.

I understand that unacceptable forms of behavior include, but are not limited to, the possession, use or trafficking of illegal substances, irresponsible use of alcohol, violence of any kind, violating the laws of the host country, disregard for the customs and mores of the host community, and unauthorized absences from classes. I promise to act responsibly at all times and to take the advice of the Resident Director regarding my personal conduct. I understand that if I act in a way deemed reckless or inappropriate by the Resident Director, the Resident Director has the right to impose sanctions on me, including immediate expulsion from the Program. I understand and agree that if I am expelled from the Program, I will be responsible for all expenses incurred up to the time of expulsion and for all expenses incurred in returning to my point of origin. I further understand that PMCSPP will not be required to refund any portion of the Program fees previously paid to PMCSPP by me, or by my Home Institution on my behalf. I also recognize that, due to the circumstances of foreign study programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at my Home Institution will not apply during my participation in the Program.

4. I understand that the laws and regulations of foreign countries sometimes differ significantly from those

in the U.S. and may not afford the protection available to an individual under U.S. law. Specifically, I understand that I may not be entitled to a jury trial or to be able to be free on bail for breaking the law. I further understand that violating Mexican law, even unknowingly, may lead to my expulsion, arrest or imprisonment and that penalties for possession, use or trafficking of illegal substances in Mexico are strict and convicted offenders can expect jail sentences and fines. I understand that PMCSP cannot act in my defense in a legal proceeding.

5.I understand that participation in the PMCSP involves risks not found in study at my Home Institution. These risks may include, but are not limited to, risks involved in traveling to and within, and returning from, international locations; foreign, political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and local medical and weather conditions. I understand these risks and assume them knowingly and willingly. I agree to exercise all reasonable care in guarding against such risks and keeping Program officials informed of any problems that may emerge during my participation in the Program.

6.I certify that I am free of any conditions that would endanger my life, health or well being while traveling or living abroad or that would impede my ability to fully participate in all aspects of the Program. I recognize that PMCSP is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility. Therefore I acknowledge that if I require medical treatment or hospital care during my participation in the Program, PMCSP is not responsible for the cost or quality of such treatment or care. Nonetheless, I understand that PMCSP and/or the Resident Director is authorized, but is not obligated, to take any actions considered to be warranted under the circumstances regarding my health and safety. I agree that I will pay all expenses relating thereto, and will indemnify and hold harmless PMCSP and the Resident Director from any liability for any such actions.

7.I confirm that I have valid currently medical insurance, including overseas coverage, and will have available a valid insurance identity card.

8.I understand that PMCSP does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of food, goods or services involved in the Program. I hereby agree to indemnify and hold harmless my Home Institution and PMCSP from any injury, loss, damage, accident, delay or expense arising out of any such matters.

9.Knowing the risks described above, and in consideration of being permitted to participate in the PMCSP Program, I hereby agree, on behalf of myself, my family, my heirs, my assigns, and my personal representatives, to assume all risks and responsibilities surrounding my participation in the PMCSP Program, and to release, indemnify, hold harmless and forever discharge my Home Institution, its trustees, officers, employees and representatives, PMCSP, its Resident Director, and its officers, employees and agents, from and against any and all present or future claims or demands whatsoever for any loss or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, by reason of any accident, illness or other loss occurring during the Program, and any travel associated with the Program, or any time subsequent thereto.

10.I understand that this Waiver and Indemnification Agreement, and the Program's Brochure contain all of the terms and conditions to which I have agreed; that no other understandings or representations, either oral or written, regarding the subject matter of the Program and my participation therein shall be deemed to exist; and that any modifications or amendment of the Agreement will be only by written instrument by me and a PMCSP representative.

Student's Signature Date

Parent or Legal Guardian Signature Date