

**Santa Clara University  
School of Law**

**SUMMER LAW STUDY ABROAD  
INFORMED CONSENT AND PARTICIPANT AGREEMENT**

The below signed Participant hereby acknowledges and agrees that he/she has decided voluntarily to participate in the following University Activity listed below.

“University” is defined as Santa Clara University and the Santa Clara University School of Law.

“University Activity” is defined as any event, travel, or related activity which incorporates the participation of students in the following summer law study abroad program, including internship and researched related thereto, sponsored by University:

- Program Name: \_\_\_\_\_;
- Location(s): \_\_\_\_\_;
- Program Dates: \_\_\_\_\_;

“Participant” includes the student and any accompanying persons, including spouse, partner, children or others. If signing for a minor Participant, signatory agrees that he/she is the parent or guardian of the minor and has authority to sign this Agreement on behalf of the minor.

In consideration for the opportunity to participate in the above-identified University Activity, and for other good and valuable consideration, the receipt and sufficiency is acknowledged, Participant agrees as follows:

1. Informed Consent. Participant understands and acknowledges that he/she has been informed, and is confident that he/she understands the various aspects of this University Activity, including, but not limited to, the arrangements for finances, travel, lodging, itinerary, and logistics.

Participant further understands and acknowledges that despite careful planning and supervision, serious injuries might occur during this University Activity. Participant understands and acknowledges that there are risks involved in the University Activity, including but not limited to: fatal or serious injury; property damage or loss; severe social and/or economic loss as a consequence of not only Participant’s own actions, inactions, or negligence, but as a consequence of the actions, inactions, or negligence of others, weather conditions, conditions of facilities, acts of nature, acts of terrorism, disease, language barriers, or differing social cultures and laws. There also may be other risks not known to or foreseen by Participant or University.

2. Acceptance of Risk and Release of Liability. Participant accepts full responsibility for the foregoing risks, including without limitation, risks of injury, permanent disability, or death. In consideration of the opportunity to participate in the

University Activity, Participant individually and on behalf of Participant's heirs, successors, assigns and personal representatives hereby releases and forever discharges the University, employees, agents, officers, trustees and representatives (in their official and individual capacities) ("University Agents") from all Liability defined herein arising out of or in connection with Participant's participation in the University Activity. For purposes of this Agreement, "Liability" means all claims, demands, causes of action, suits, or judgments of any kind (including court costs and attorney's fees) that Participant, his/her heirs, successors, assigns and personal representatives, or any other person or entity may have against University because of Participant's death, personal injury, illness, or for loss arising, even if such claim arises out of the sole negligence or willful misconduct of University.

3. Waiver and Indemnification. Participant individually and on behalf of Participant's heirs, successors, assigns and personal representatives agrees not to sue University and to defend and hold harmless University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with Participant's participation in the University Activity, including all travel incident thereto.

4. Participant Agreement. Participant understands and agrees that all University policies stated in the Santa Clara University School of Law Bulletin & Handbook (substantially as found online at <http://www.scu.edu/bulletin/law>) extend to the University Activity, including, without limitation, any eligibility to participate, student conduct, and alcoholic beverage policies. Participant hereby further agrees: not to use any drug or controlled substance; and to consume alcohol responsibly and in compliance with all laws, regulations during or in relation to University Activity, including laws of the University Activity location.

Participant agrees to accept all rules and requirements of University Activity and to follow instructions when given by a University or University Activity personnel. Participant acknowledges that as an adult, Participant is responsible for his/her actions and cannot expect twenty-four hour supervision by University Activity personnel. Participant further grants the right to University or any University Activity personnel to terminate Participant's participation in University Activity if it is determined that Participant's conduct is in violation of any provision of this Agreement, or otherwise is detrimental to the best interest of University or University Activity, or to any other participants in University Activity. In the event that Participant's participation in University Activity is terminated under this Section 4, Participant agrees to immediately return home at Participant's sole expense.

5. Medical Insurance. Participant hereby confirms that he/she is covered by medical insurance that will pay for and is sufficient to receive medical services in the location of University Activity, and throughout all areas in which Participant is traveling in connection with University Activity. Participant certifies that Participant has confirmed

that Participant's health insurance policy will adequately cover Participant while outside the United States. Participant hereby release and discharges the University of all responsibility and liability for any injuries, illness, medical bills, charges or similar expenses incurred while abroad or traveling to or from the University Activity.

6. Disclosure. Accommodations for disabilities may be more difficult to arrange in international settings. Consequently, with respect to any accommodations for which University may be responsible under the American's with Disabilities Act, or related state or federal law, Participant must notify University at least one month prior to the scheduled beginning of the program and submit supporting documentation. Participant agrees that University shall be relieved of any liability related to such accommodations in the event that Participant fails to provide such information as required under this Section 6.

7. Documents and Information. Participant agrees to provide to University all requested documentation prior to participation in University Activity. Documentation may include, but is not limited to, copies of passports, Emergency Information Forms, Driver's Agreement Forms, and the like.

8. Governing Law. This Agreement shall be constructed in accordance with the laws of the State of California, USA without reference to its conflict of laws. If any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS TERMS AND CONDITIONS. I EXECUTE THIS AGREEMENT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Minor Participant's Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security or Student ID Number

\_\_\_\_\_  
Social Security or Student ID Number