

## 2. Liability Waiver

---

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Permanent Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### I. Acknowledgements

I hereby acknowledge that my participation in Star Service & Study Abroad's summer program (henceforth the "Program") to Ghana is voluntary. The Program is offered to qualified students and eligible members of the public who wish to travel abroad during the summer and is not considered a requirement nor part of the curriculum of any institution. No grade, award, academic advancement, academic credit, or payment will be granted as a result of my participation in the Program.

I understand that foreign travel contains risks which are different from, greater than and less predictable than those risks associated with domestic travel. Those risks can include, but are not limited to, unfamiliar or difficult terrain, extreme climate, unfamiliar and/or poorly processed food and drink, substandard or remote and not immediately available medical care, uncommon disease and illnesses, poor safety and sanitary practices, lack of adequate public infrastructure, political unrest, terrorism, and unconventional customs and practices.

I have been given ample opportunity to review Star Service & Study Abroad's website materials and have my questions answered by with SSSA staff . I understand that this Agreement includes, among other things, a release of my claims against SSSA, the Program, its officers, directors, administrators, faculty, employees, agents and representatives (hereinafter "Released Parties") for personal injuries, damages and/or losses relating to and/or arising out of the Program.

I understand that participants with SSSA, including myself, are responsible for acting and moving about Ghana in a responsible manner that reduces risk of damage, loss or theft of personal belongings, and in ways that reduce the risk of injury or illness or death in accordance with SSSA policies.

## **II. Assumption of Risk**

I understand that SSSA does not maintain any medical or health insurance policies for participants and health insurance is not included as part of my tuition and fees. As such, I am aware that I should review my personal insurance portfolio especially travel, accident, and medical coverages. I understand that while SSSA covers participants' first aid expenses and non-critical clinic visits, should I wish to obtain more comprehensive coverage, I am responsible for obtaining international medical insurance at my own discretion.

I acknowledge and agree that I am responsible for evaluating the risks that I may face while participating in the Program. I hereby agree that any activities that I may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with my approval and understanding of any and all risks involved. I assume the risk associated with travel and release SSSA from liability for any future occurrence. This includes, without limitation, risks associated with the consumption of alcoholic beverages, use of illegal drugs in any form and injury or death from causes such as disease, unavailable or inadequate medical care, dangerous environmental conditions, traffic accidents, crime, assault or theft. I fully understand and assume the risks associated with the program, including those risks not identified on this form.

## **III. Liability Waiver, Release of Claims and Covenant Not To Sue**

On behalf of myself, spouse, heirs, executors, successors, and personal representative, I hereby waive, release forever discharge and covenant not to sue Star Service & Study Abroad (henceforth "SSSA") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me whether caused in whole or in part by the negligence of SSSA or otherwise, while participating in, arising out of, or connected with SSSA's summer program to Ghana.

I understand that SSSA is not responsible for any damage, loss or theft of personal property. SSSA is not responsible for personal injury, death or illness suffered by participants.

While in Ghana, SSSA often enlists the services of third-parties to expose participants to new activities, information and experiences. When obtaining third-party services, SSSA agrees to employ ordinary care and take reasonable precautions to protect participants from reasonably foreseeable dangers. However, SSSA is not responsible for any harms resulting from the acts or omissions of any individual, business, or entity in Ghana. For example, these include but are not limited to: project partners, project mentors, volunteers, transportation companies, drivers, hotels, hotel staff, hotel guests, maintenance workers, chefs, restaurants, food preparation services, cleaning services, security personnel, medical staff, guest lecturers or tour guides. Furthermore, SSSA is not responsible for any harms resulting from contact with tools, machines, materials, systems or objects of any sort in Ghana. For example, these include but are not limited to: automobiles, walkways, electricity, sewage, plumbing, buildings, stairways, watercrafts, utilities, fixtures, animals, insects, musical instruments, art materials, classroom materials, electronics and acts of god.

I hereby remise, release, forever discharge and covenant not to sue the Released Parties from any and all liability, damage, or injury caused in whole or in part by the intentional misconduct or negligent acts or omissions of any other participant on the Trip, or any other third-party.

Notwithstanding the foregoing, this Agreement does not release the Released Parties from any claims arising from their gross negligence and/or their intentional misconduct.

#### **IV. Indemnification and Hold Harmless**

I agree to defend, indemnify and hold harmless the Released Parties from any and all claims, demands, and/or causes of action, including but not limited to reasonable attorney fees, medical fees, and court costs, arising out of or in connection with my participation in the Program, including, but not limited to, claims alleging the negligence of one or more of the Released Parties.

#### **V. Severability**

It is understood and agreed that, if any provision or term of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions, terms or applications of this Agreement which can be given effect without the invalid provisions, terms or applications. To this end, the provisions and terms of this Agreement are declared severable.

#### **VI. Governing Law; Venue**

This release shall be construed in accordance with, and governed by, the laws of the State of Massachusetts. We agree that venue for any dispute arising under this Agreement shall be in any Massachusetts court of competent jurisdiction.

By signing below, I have read, understand, and agree to the terms above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Emergency Contact

---

In the unlikely event of an emergency situation, whether medical, legal, personal or other, Star Service & Study Abroad requires all participants to provide information of a responsible third party who has the capacity to attend to and/or respond to unforeseen circumstances and other important matters on the participant's behalf.

## Your Information

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

College \_\_\_\_\_ Class Year \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Permanent Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## Primary Emergency Contact Information

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Cell Phone Number \_\_\_\_\_ Home Phone Number \_\_\_\_\_

Work Phone Number \_\_\_\_\_ Relationship \_\_\_\_\_

Email Address \_\_\_\_\_

Permanent Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

- ☐ This person knows that I will be in Ghana with Star Service & Study Abroad during the specified summer dates. (Please note that the provided emergency contacts must be fully aware of your participation in our international travel program).

## Secondary Emergency Contact Information

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Cell Phone Number \_\_\_\_\_ Home Phone Number \_\_\_\_\_

Work Phone Number \_\_\_\_\_ Relationship \_\_\_\_\_

Email Address \_\_\_\_\_

Permanent Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

- ☐ This person knows that I will be in Ghana with Star Service & Study Abroad during the specified summer dates. (Please note that the provided emergency contacts must be fully aware of your participation in our international travel program).

### Permission to Communicate

By signing this form, I give SSSA permission to communicate with the emergency contact(s) provided regarding any issues surrounding my study abroad experience. I understand that such contact may occur before, during or after my travels to Ghana with SSSA and, when possible, I will be notified in advance that SSSA will be contacting the listed party. Communication with my emergency contact may regard, but not be limited to, my account information, student conduct issues, health and safety concerns, and/or my academics.

Signature \_\_\_\_\_ Date \_\_\_\_\_