

# Release Agreement

**Associated Colleges in China, 198 College Hill Road, Clinton, NY, 13323**

*To be completed by the applicant:*

Name of Applicant: \_\_\_\_\_ Term & Year of Interest: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Institution: \_\_\_\_\_

I waive and release the Associated Colleges in China, 2005-2006, its sponsoring institutions, including The Trustees of Hamilton College, and other agents or participating institutions' agents, domestic or overseas, (hereafter, "the Releasees") from any and all claims and liability of any kind arising from any death, injury, loss, damage, accident, or delay incurred by \_\_\_\_\_ ("the student") of whom I am parent or legal guardian, while the student is participating in the Associated Colleges in China 2005-2006 program, and I agree not to sue or otherwise bring claim against the Releasees with respect to any such claim or liability.

This release further applies to any claims arising out of independent travel that may be undertaken by the student.

I agree to indemnify the Trustees of Hamilton College, against and save it harmless from all trouble, cost, damages, expense, suits or proceedings in law or equity, claims, demands and liability, including attorneys' fees relating to same, arising out of the student's participation in the Associated Colleges in China 2005-2006 program.

I agree that the Associated Colleges in China 2005-2006 reserve the right to enforce those rules, standards, and instructions set forth in the program's brochures, pre-departure bulletins and other public statements, and that the student's participation in the program may be terminated in light of the student's failure to follow these regulations.

Notwithstanding the preceding, this Release Agreement shall not pertain to any claim or liability proximately and directly caused by the gross negligence or culpable intentional act of any member, officer, or employee of Associated Colleges in China 2005-2006 or any other agent or participating institutions' agents, domestic or overseas, without the intervention of any third party or other causative agency.

I certify that the student is \_\_\_\_\_ years of age, is in good physical and mental health and that he or she has no special medical or physical conditions that would impede participation in the Associated Colleges in China 2005-2006 program. I understand that, in case of medical emergency, effort will be made to contact me or another parent or guardian. In the event that we cannot be reached, I hereby give permission to the physician selected by the school to do what is medically necessary for the student, if and as needed.

I have read the above and understand and agree to these conditions and terms and acknowledge that there are no reservations to the full effectiveness of this Release Agreement.

Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

Print Name: \_\_\_\_\_ Relationship to Applicant: \_\_\_\_\_

I acknowledge and confirm that I am in good physical and mental health, that I am familiar with, and agree to abide by, the rules, standards, and instructions of the Associated Colleges in China 2005-2006 program, and I agree to be bound to the terms and conditions of the above Release Agreement.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_