High Point Washington
Participant Agreement

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

Student's Name: _____________________________________________________________ HPU ID: _________________________

Program: High Point Washington/The Washington Center, Washington, DC Study Period: __________ Year: __________

This Participant Agreement (this “Agreement”) is designed to protect High Point University, its officers, directors, employees, agents, affiliates, and representatives (collectively, “HPU”) from liability associated with the off-campus program identified above (the “Program”). Students of HPU who elect to participate in the Program must read and sign this Agreement to indicate their awareness, acknowledgement, and consent to the terms contained herein.

I, ________________________________________________, am a student of HPU and plan to participate in the Program. In consideration for being permitted to participate therein, I hereby agree and represent that:

1. Programs and Fees
I understand that students of HPU may participate in a variety of off-campus programs, including without limitation, programs operated by HPU, affiliated with HPU, and unaffiliated with HPU. I also understand that the costs and expenses associated with each of these programs may differ significantly. Therefore, I represent that I have reviewed all applicable documentation regarding the Program (the “Program Documentation”) and understand the courses, credits, services, activities, arrangements, and accommodations associated with such costs and expenses. I understand that there are additional expenses related to my Program that are not included in the Program’s fee paid to HPU (e.g., airfare, insurance, food, and transportation costs) for these semester or summer programs. I agree that I have had the opportunity to consult with the Director of High Point Washington about these expenses. I specifically understand that the HPU all-inclusive, academic-year fee only applies to programs operated by HPU, affiliated with HPU, and certain exchange programs, and DOES NOT APPLY to unaffiliated programs. I further understand that I will be responsible for the payment of all costs and expenses associated with the Program.

2. Travel Arrangements
To the extent that HPU operates the Program, I understand that HPU will make reasonable efforts to do so in accordance with the Program Documentation. However, I acknowledge and agree that HPU may alter, amend, or modify the Program at any time and for any reason that HPU, in its sole discretion, deems necessary or advisable to promote the Program’s objectives, protect the health, safety, or welfare of the Program’s participants, or otherwise satisfy HPU’s institutional needs. I also acknowledge and agree that HPU will not be responsible for any costs or expenses resulting from such alteration, amendment, or modification. I further acknowledge and agree that, even if the Program is operated by HPU, HPU does not represent, act as an agent for, and cannot control the acts or omissions of third-party providers such as host institutions, commercial carriers, or hotel operators, and, as described in Section 6, HPU will not be responsible for any loss or damage caused by such providers.

3. Communication Requirements
   a. I understand that maintaining contact with the Program Director, family members, The Washington Center officials, and HPU officials during the Program is very important for health, safety, and emergency reasons. Therefore, I agree to maintain contact and regularly communicate with such persons during the Program. I further agree that, if I lose communication or contact with the Program leaders or participants, as applicable, I will use my best efforts to regain such communication and contact at my own expense.
   b. I understand that there may be instances when HPU needs to communicate with non-HPU program operators or government officials about my participation in the Program.

4. Medical Issues
   a. I represent that I have consulted with a licensed physician within the last sixty (60) days regarding my participation in the Program and, based on that consultation and knowledge of my own health, I am fit to participate in the Program, including all travel incident thereto.
   b. I understand that obtaining prescription medication during the Program may be difficult or impossible. Therefore, I acknowledge that HPU recommends that I pack an appropriate supply of any medications that I am prescribed for the Program or secure a means of obtaining such medications during the Program.

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Initials: _______________
c. I understand that domestic and international travel may expose me to certain conditions, diseases, and illnesses. Therefore, I represent that I have: (i) made a reasonable investigation into the areas that I will be visiting during the Program; (ii) reviewed the health-related recommendations of the U.S. Center for Disease Control and Prevention (the “CDC”), found at http://www.cdc.gov, for those areas, including recommended immunizations and inoculations; and (iii) made an informed decision to accept or reject those recommendations. I also acknowledge that HPU strongly recommends that I accept and take steps to implement the CDC’s recommendations before the Program begins.

d. I understand that: (i) I am responsible for my own healthcare during the Program; (ii) I am responsible for all costs and expenses associated with such care; and (iii) HPU is not obligated to pay for any such care, including without limitation, prescription medications, medical treatments, hospital visits, or emergency evacuations. I further understand that HPU cannot control and is not responsible for maintaining any medical standard of care, quality of treatment, or access to medical facilities during the Program.

e. If I am injured or become ill during the Program, I hereby authorize HPU to secure hospitalization and/or medical treatment for me and I agree to pay all costs and expenses related thereto. In the event of such an injury or illness, I also authorize HPU to disclose personally identifiable information to others as necessary to secure such hospitalization and/or treatment.

5. Program Risks and Assumption of Program Risks
I understand that participation in the Program involves risks of personal injury, property damage, and other loss associated with traveling to, within, and returning from one or more off-campus locations and with Program activities which may be further described in Program documentation. I also understand that such travel may expose me to dangerous and unpredictable political, legal, social, and environmental conditions, as well as standards of health and safety less than those maintained at HPU.

6. Release of Liability
Except as directly caused by the negligence or intentional misconduct of HPU, I HEREBY AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HPU HARMLESS from and against any and all claims, demands, actions, causes of action, damages, losses, fines, penalties, judgments, costs, expenses, and reasonable attorneys’ fees (collectively “Damages”) that may arise in any way from my voluntary participation in the Program, including without limitation, Damages resulting from my own acts or omissions. I acknowledge and agree that this release of liability includes Damages caused by third-party providers and other Program participants.

7. Standards of Conduct
a. I understand that different locations (i.e., towns, cities, counties, states, countries) may have different laws, rules, and regulations regarding, among other things, conduct, dress, and drug and alcohol use (collectively, “Local Laws”). I also understand that violations of Local Laws may result in harm to me, my property, the Program, the Program’s participants, and HPU. Therefore, I represent that I will: (i) make a reasonable investigation into Local Laws before the Program begins; and (ii) comply with all Local Laws during the Program.

b. I understand that all rules applicable to students of HPU will apply to me during the Program (“HPU Rules”). I also understand that the HPU Rules include, without limitation, the HPU Code of Conduct. Therefore, I represent that I will comply with the HPU Rules and the reasonable guidance and directives of Program leaders during the Program.

c. I acknowledge and agree that HPU may enforce the HPU Rules during the Program. I further acknowledge and agree that if I violate the HPU Rules during the Program, I may be subject to discipline up to and including immediate expulsion from the Program. I recognize that due to the off-campus nature of the Program, normally applicable procedures of notice, hearing, and appeal in student disciplinary proceedings may not be practicable and, therefore, may not apply. Therefore, I hereby waive all claims of inadequate disciplinary procedures that may arise out of my discipline by HPU during the Program. If I am removed from the Program, I consent to being sent home at my own expense, with no refund or reimbursement of any kind.

d. I understand that: (i) I am fully responsible for any legal costs and expenses that I incur during the Program; (ii) I am fully responsible for any encounters that I have with any governmental or law enforcement entities or officials during the Program; and (iii) HPU will not be responsible for paying any such costs or expenses or providing any legal assistance to me during the Program.

8. Program Changes
a. I understand that the Program is subject to modification or cancellation because of events beyond the control of HPU or the applicable Program operator, including without limitation, natural disasters, political instability, or threats or acts of terrorism. I also understand that if such an event occurs, Program fees and expenses may not be refunded. I further understand that the Program fees and charges contained in the Program Documentation are based on current airfares, lodging rates, travel costs, and exchange rates which are subject to change and for which I am financially responsible. I further understand that if I withdraw from or leave the Program for any reason, Program fees and expenses may not be refunded.

b. If the Program is cancelled by HPU due to insufficient participation, I understand that the application fee and monies paid to the balance of the Program fee(s) will be refunded to me.
9. Insurance and Other Expenses
During the Program, I will maintain health insurance with terms and conditions reasonably satisfactory to HPU and may be asked to provide documentation of coverage before departure. During the Program, I also understand that I will be responsible for my own travel, baggage, and life insurance coverage. I further understand that I am responsible for all debts and expenses I incur while participating in the Program, other than those covered by the required program fees.

10. Academic Credits
I acknowledge that academic credits earned during this study program for courses offered by High Point University will be reflected on the HPU Transcript with grades that will average into my GPA.

11. Interpretation of Agreement
I acknowledge and agree that the laws of the State of North Carolina, without regard to its conflict-of-laws principles, will govern all matters arising out of or relating to this Agreement, including its interpretation, construction, and enforcement. I also acknowledge and agree that any claim or action arising out of or relating to this Agreement will be brought exclusively in a court of competent jurisdiction in Guilford County, North Carolina, and I voluntarily submit to the jurisdiction of such courts for this purpose. I further acknowledge and agree that: (i) if any portion or provision of this Agreement is adjudged to be invalid or unenforceable, then the remainder of this Agreement will continue in full force and effect (ii) if any such portion or provision is adjudged invalid or unenforceable, then it will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Agreement; and (iii) in the event of my death or disability, the terms of this Agreement will be binding on my estate, and my personal representative, executor, administrator, parent, or legal guardian will be obligated to respect them.

I have carefully read and I understand this Agreement. No representations, statements, or inducements, oral or written, apart from the foregoing, have been made. My decision to participate in the Program is entirely voluntary, and prior to signing this Agreement, I have had the opportunity to consult with the advisor, counsel, or attorney of my choice.

Student’s Signature: ________________________________________________________________ Date: _____________________

If the student whose signature appears above is less than eighteen (18) years of age, this Agreement must also be signed by his or her parent or legal guardian.

I am the parent or legal guardian of the student above. I have read this Agreement and voluntarily agree to be bound by its terms.

Signature: ________________________________________________________________________ Date: _____________________