



SAGE: Studies Abroad for Global Education

LIABILITY RELEASE

We, _____ (also referred to hereafter as "the Student") and _____, the parent(s) and/or legally authorized guardian(s) of the Student (also referred to hereafter as "Parents"), in consideration of the Student's participation in an international study tour organized by SAGE (Studies Abroad for Global Education), an educational nonprofit corporation registered in the state of Colorado, (hereafter "SAGE Program"), hereby jointly and severally agree as follows:

We understand that by signing this Agreement, we are jointly and severally waiving certain legal rights, including certain rights to sue for damages to property or personal injury, and are agreeing to binding private arbitration as a substitute for a lawsuit. We understand that we can consult an attorney if we have questions regarding the full scope and effect of this Agreement.

We acknowledge that the SAGE Program is an international travel and educational program intended to benefit the Student, and that certain potential risks to personal health and safety are inherently associated with international travel and residence in a foreign country.

We acknowledge and agree that there are certain risks associated with international travel and residence, including exposure to health and safety hazards, including but not limited to transportation accidents, storms, floods, earthquakes, infectious diseases, reduced access to medical care, crime, civil insurrection, and terrorism. We acknowledge that SAGE cannot assume responsibility for persons, including other participants of the tour, who are not directly employed by the SAGE Program, or for events beyond the SAGE Program's control. We acknowledge and agree that the Student's participation in the SAGE Program is purely voluntary and with full knowledge of the risks enumerated above, and the fact that there are other risks associated with the experience that cannot be foreseen or enumerated, we jointly and severally assume all risks associated with the Student's participation in the SAGE Program.

We agree to release, indemnify, and the SAGE Program harmless, its officers, directors, trip leaders, employees, independent contractors, and agents for all claims known and unknown, foreseen and unforeseen that we or any one of us may have arising from, or in connection with, any physical, emotional, or property damage that we or any one of us may suffer from any cause whatsoever other than the intentional misconduct of the foregoing. We release the SAGE Program from, and agree not to sue the SAGE Program for, any physical, emotional, or property damage, that we may suffer from acts of God, war, strikes, government restrictions, terrorist activities, or the acts or omissions of any other agents over which the SAGE Program has no direct control, including but not limited to, airlines, bus companies, railways, shipping companies, hotels, guides, and subcontracted agents or tour operators. The parties intend that this release be construed as releasing the SAGE Program to the fullest extent permitted by law.

We acknowledge that the Student has no past or current physical or psychological condition that might prevent the Student's safe participation in tour activities, or which may present a danger to the Student or others. We have informed the SAGE Program of all prescription medications the Student shall be using during the trip, and of any medical conditions that may affect the Student's participation in tour activities.

We agree to abide by the regulations and directions of the SAGE Program and its agents during the Student's participation in the tour. The SAGE Program reserves the right to terminate the Student's participation for failure to act in accordance with rules or orders or otherwise acting in a way that the SAGE Program and its agents deem detrimental to the interest, harmony, or welfare of the SAGE Program or its participants. In the event the Student's participation is terminated, we waive any right to a refund of any part of the fees or

expenses associated with the SAGE Program, and agree that we will be responsible for all travel costs to return home.

If the Student becomes ill or incapacitated, the SAGE Program may take any action deemed necessary for the Student's safety and well being, including securing medical treatment and transporting the Student home. If the Student's ability to make health care decisions is impaired while participating in the SAGE Program, we authorize the SAGE Program to direct medical professionals to provide care it deems necessary for the Student's well being. We represent and warrant that the Student will have health insurance in force during the period of the Student's participation, and acknowledge that any expenses not covered by the Student's own health insurance or by any supplementary health insurance, shall be our sole responsibility.

We agree that the Student will abide by all local laws while participating in the SAGE Program, and further agree that the Student shall be prohibited from consuming tobacco, alcohol or drugs for which he or she does not have a current prescription while participating in the SAGE Program, regardless of the legality of the substances under local law.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and we do not rely upon any promises, inducements, or arrangements not contained herein, including but not limited to any oral statements made by any agent of the SAGE Program or any statement in the SAGE promotional materials. This Agreement may be amended or modified only in writing signed by all parties.

This Agreement shall be governed by the laws of the State of Colorado. Any claim or controversy arising hereunder or relating hereto shall be settled by arbitration, before an arbitrator who is a licensed attorney, in Larimer County, Colorado, and conducted in accordance with the rules of the American Arbitration Association then in effect. The award rendered by the arbitrator shall be final, and judgment may be entered in accordance with applicable law of any court having jurisdiction. A demand for arbitration shall be made within six months after the claim, dispute, or other matter has arisen, and in no event shall a demand be made more than 12 months after the date of the termination of the Student's participation in the SAGE Program. The venue of any suit regarding any claim or controversy arising hereunder shall be Larimer County, Colorado.

_____	_____	_____
Student Signature	Age	Date
_____	_____	_____
Parent/Guardian Signature	Date	
_____	_____	_____
Parent/Guardian Signature	Date	