

PACE UNIVERSITY SCHOOL OF LAW INTERNATIONAL PROGRAMS

Waiver And Release

I, _____, agree to participate in a student exchange program (the "Program") between Pace University for its School of Law ("Pace" or the "University") and _____ (name of foreign institution). The Program dates will be _____ through _____. I hereby agree fully to comply with the terms and requirements of this release and waiver ("Release") as a condition for my admission into and continued presence in this voluntary program.

1. I understand, acknowledge, and agree that the Program includes an academic component and agree to comply with all the requirements set forth for attendance and participation by the faculty or staff member(s) conducting the Program, including, without limitation, completing all assigned work and taking all examinations. I understand, acknowledge, and agree that noncompliance with these requirements may result in my being prohibited from continued participation in the Program and/or my receiving a failing grade.
2. I agree to comply with the Pace University tuition and fee schedule as published in the semester class schedule. I acknowledge that such tuition and fees may be changed with or without notice. If I withdraw from this course, the effective date of withdrawal and cancellation will be the date when formal application is filed with the Registrar's Office, either in person or on the Web site. I agree to be responsible for program costs (travel and related expenses) as outlined in the travel program withdrawal and refund schedule. I agree to obtain insurance valid for the entire period of my time abroad and to provide proof of this coverage at the time of registration for the Program. I acknowledge that my failure timely to acquire such insurance shall entitle the University to terminate my participation in the Program.
3. I agree to comply with the Pace Student Code of Conduct and the School of Law Honor Code during and in connection with my participation in the Program. I understand, acknowledge, and agree that violation of the Student Code of Conduct may result in removal from the Program, in addition to any action outlined in the Student Code of Conduct policy or the Honor Code, and I agree to act in accordance with each Code at all times. I also agree to conform to all applicable policies, rules, regulations, and standards of conduct of any host institution and/or foreign affiliate. I accept termination of my participation in the Program by the University and full responsibility for transportation costs home if I fail to maintain acceptable standards of conduct. In addition, I understand, acknowledge, and agree that I will receive a refund of tuition and fees only if appropriate pursuant to the University's and the Program's rules, regulations, policies, and procedures. I understand, acknowledge, and agree that the faculty and /or staff member(s) directing the Program has the designated authority to remove a student from the Program in accordance with this provision.
4. I understand, acknowledge, and agree that, as a visitor to a foreign country, I am subject to the laws of that country. I agree to comply with those laws. I understand, acknowledge, and agree that being charged with any infraction of the laws of the host country may subject me to immediate removal from the Program, and that I will receive a refund of tuition and fees only if permitted by

the University's and Program's rules, regulations, policies, and procedures. In addition, I understand, acknowledge, and agree that, should I have any legal problems in the host country, I alone am solely and exclusively responsible for all legal costs incurred as a result. I understand, acknowledge, and agree that Pace University cannot and will not provide legal counsel in such circumstances.

5. I understand, acknowledge, and agree that, at all times during my travel with the Program, I must possess a valid United States passport. If I am not a United States citizen, I understand, acknowledge, and agree that I must possess a valid non-U.S. passport or official travel document and any visas (*e.g.*, tourist or student visa) or other immigration documents (*e.g.*, U.S. "green card", Form I-20) required for entry into a non-U.S. country and re-entry into the United States. In the event that I am prevented from participating in the Program at any time due to my failure to possess all necessary documents, I understand, acknowledge, and agree that I alone shall bear sole and exclusive responsibility for all costs incurred on account of delayed departure from any location, or return home. I have attached a photocopy of each and every necessary travel document referenced above that is required for my participation in this trip.

6. I understand, acknowledge, and agree that activities or independent travel conducted when I have free time before, during, or after the Program shall be unsupervised by Pace, its agents or employees. I hereby understand, acknowledge, and agree that neither Pace nor its trustees, officers, employees, or agents shall have any responsibility or liability for any injury, damage or loss that I sustain during such periods of independent activity or travel, and this Release shall remain in full force and effect during such times. I further agree to indemnify and hold harmless Pace and its trustees, officers, employees, and agents from and against any threatened or actual claim, cost, expense or liability (including, without limitation, costs and attorneys' fees incurred in enforcing this indemnity) attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with my act(s) or omission(s) during such times.

7. I understand, acknowledge, and agree that, if I voluntarily leave the Program for any reason, including illness, I alone am solely and exclusively responsible for any and all costs associated with my return home. I further understand, acknowledge, and agree that any refund of tuition and fees shall be issued only if appropriate pursuant to the University's and Program's rules, regulations, policies, and procedures.

8. I understand, acknowledge, and agree that Pace has the right to suspend, cancel, and/or discontinue the Program owing to, without limitation, a Department of State travel warning, hostile activity, acts of war or terrorism, or in the event of social or civil unrest, and that any refund of tuition and fees shall be issued only if permitted by the University's and Program's rules, regulations, policies, and procedures.

9. I understand, acknowledge, and agree that, if I require an accommodation due to disability and/or religious observances to participate fully in the Program, I will follow (or have already followed) University procedures for assessment and approval of such accommodation by the

necessary University parties. I understand, acknowledge, and agree that such approval of accommodations generally must be sought prior to my participation in the Program.

10. I hereby authorize Pace, and its employees, agents, and authorized representatives in case of an emergency to act in any attempt to safeguard and preserve my health and/or safety during my participation in the Program, including authorizing medical treatment on my behalf and at my expense, and returning me to the United States at my own expense for medical treatment in case of an emergency.

11. I hereby agree for myself, my heirs and my personal representatives, to hold harmless, and forever release and discharge Pace and all its trustees, officers, agents and employees from and against any and all claims, demands, actions or causes of action, on account of damage to personal property, personal injury, bodily injury, or death which may result from my participation and transportation activities in connection with the Program.

12. I agree to attend any Program-related orientation session scheduled by University or Program faculty or staff member(s).

13. I hereby acknowledge that I have read this document in its entirety and that I fully understand its terms and provisions.

14. This Release shall be construed in accordance with, and governed by, the laws of the State of New York. Any litigation regarding this Release or the Program shall be brought in a court of competent jurisdiction in the County of New York, State of New York.

Participant's Name (Please print clearly)

Participant's Signature Date: _____

Person to be Notified in Case of an Emergency:

Name: _____

Relationship: _____

Phone: Home _____ Work _____

Address: _____

E-Mail: _____