

**OTIS College of Art and Design
Off-Campus Program Agreement
Assumption of Risk, Waiver of Liability and Indemnification**

THIS AGREEMENT CONTAINS A GENERAL RELEASE OF LEGAL RIGHTS, A WAIVER OF LIABILITY AND AN INDEMNIFICATION OBLIGATION. READ IT CAREFULLY AND UNDERSTAND IT FULLY BEFORE AGREEING AND SIGNING THIS AGREEMENT.

I have agreed to participate in the OTIS College of Art and Design Off-Campus Program at

Address: _____

Departure Date: _____ Return Date: _____

I understand and hereby acknowledge that my participation in this program is wholly voluntary. OTIS College of Art and Design (sometimes hereafter “the College”) has agreed to let me participate in the Program on the terms and conditions set forth below and I, in turn, hereby agree to the following:

1. Risks of Off Campus Travel & Program Participation

I, _____ (student’s name), am an adult (18 years or older) or I and my parent(s) or legal guardian(s) have agreed to my attendance at and participation in the Program (requires parent(s) or guardian(s) co-signature below) and understand that participation in OTIS College of Art and Design’s off-campus program involves *risks, hazards, and dangers not regularly found* in pursuing studies at the College’s Westchester, California, campus and other College locations, including at the California Mart and MFA studios (e.g. metropolitan Southern California). I am further aware of, understand, acknowledge and appreciate that these risks, dangers, and hazards involve traveling that could result in damage to property, injury to persons, or death; different standards of design, safety and maintenance of utilities, including buildings, public places and conveyances; and, local sanitation, medical, and weather conditions. I am aware of, understand, acknowledge and appreciate the risks, hazards, and dangers of travel to, in and around areas in the state of California outside of metropolitan Southern California, including but not limited to the dangers to my own health and personal safety, including loss of property, personal injury or death posed by travel, illness, public health risks and accidents. Further, I have made my own investigation respecting these matters and I am willing to accept and assume all these risks, hazards, and dangers.

2. Health and Medical Care

A.) I hereby represent and warrant that I am, and will be, covered throughout the Program by a policy of comprehensive health and accident insurance, which provides comprehensive health and accident insurance for injuries and illnesses I may sustain or experience in connection with my participation in the Program and that I may be living in shared housing/lodging with other students while participating in the Program. I have consulted with a medical doctor with regards to my personal medical/health needs. I

am aware of all of my personal medical/health needs. There are no medical/health-related reasons or problems that preclude or restrict my participation in the Program.

B.) I hereby represent and warrant that my health insurance policy will adequately cover me during my participation in the Program. *I acknowledge and recognize that OTIS College of Art and Design is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore.* If I require medical treatment or hospital care during my participation in the Program, the College is not responsible for the cost or quality of such treatment or care. The College may (but is not obligated to) take any action(s) it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and *hereby release* the College, its officers, trustees, directors, employees and agents from any liability for any such actions.

3. Standards of Conduct

A.) I understand, acknowledge and will comply with all of the College's rules, policies, standards, and instructions for student behavior including, without limitation, the Student Code of Conduct while on the Program. I waive and release all claims that I may have against the College that arise from or are caused by my failure to act in accordance with these rules, policies, standards, and instructions during or in connection with the Program.

B.) ***I understand and agree that any violation of these rules, policies, standards, and instructions may lead to sanctions being imposed on me that are consistent with the Student Code of Conduct including, but not limited to, suspension or expulsion from the Program and the College.*** I understand and acknowledge that the Program Director/Trip Leader will be the sole judge of whether my actions hurt the Program, myself or others in the Program. If they do, the Program Director/Trip Leader or someone s/he appoints may terminate my participation in the Program. ***I understand and acknowledge that should my participation in the Program be terminated I am required to leave the program immediately and I am solely responsible for arranging and paying for my own transportation back to Los Angeles, California.***

4. Transportation

I acknowledge and understand that unless specifically advised otherwise the College is not providing transportation and it is my responsibility to arrange for transportation to and from the destination. If the College is providing transportation but I choose not to utilize it, I am responsible for my own arrangements and the College assumes no responsibility or liability of any kind. Further, I understand the driver of any vehicle in which I ride, whether as driver or passenger, is not acting on behalf of the College. The College is not responsible in any way to assume liability for any injury or loss that may result from such transportation; The College may, but is not obligated to, assist in coordination of transportation and/or recommend travel times, routes, carpooling or caravans.

5. Institutional Arrangements

I understand and agree that the College does not represent or act as an agent for, and cannot control the acts or omissions of other providers of goods or services involved with the Program. I understand and agree that the College is not responsible for matters involving these entities or acts that are beyond the College's direct control. I waive and release the College from any liability for injury, loss, damage, accident, delay or expense arising out of the acts of these others.

6. Program Changes & Responsibility

A.) I understand and acknowledge that the College reserves the right to make changes to the Program (including equipment substitutions or alterations in the proposed itinerary) at any time and for any reason, with or without notice, and that the College shall not be liable for any loss whatsoever to me by reason of any such cancellation or change. The College reserves the right to substitute accommodations or housing at any time. Specific cabin, room and lodging assignments are within the sole discretion of the College.

B.) I understand and acknowledge that the College assumes no responsibility or liability, in whole or in part, for: any delays, or changed departure or arrival times; sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the College, force majeure, war, quarantine, civil unrest, kidnapping, public health risks, criminal activity, terrorism, strikes or labor unrest, expense, accident, injuries, damage to and lost property; bankruptcies of service providers; inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, food service, transportation, or other service or for any substitution of lodging or of transportation carriers beyond the College's control, with or without notice. My baggage and personal property are transported at my risk entirely.

C.) The Program may reproduce and use for educational and/or promotional purposes without compensation all photographs, videos, movies, or sound recordings taken of me during the time I participate in the Program.

7. Assumption of Risk and General Release and Waiver of Claims

I agree that I have read and understand, and received sufficient time to read, consider and understand, this Agreement including, without limitation, the waiver and release provisions. I agree to, and sign, this Agreement voluntarily. I acknowledge that no representations, promises, statements, or inducements have been made to me that are not reflected in this Agreement. I understand and agree that the College reserves the right to decline to permit me to participate in the Program before or during the Program for any lawful reason.

Knowing the risks, dangers, and hazards described above, and in consideration of being permitted to participate in the Program, I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to assume all the risks, dangers, hazards, and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I, individually, and on behalf of

my heirs, successors, assigns and personal representatives, hereby release and forever discharge OTIS College of Art and Design and its employees, agents, officers, trustees, directors and representatives (in their official and individual capacities) (collectively "Releasees") from any and all liability whatsoever which arises as a result of any negligence or conduct on the part of Releasees for damages, losses or injuries (including death) I sustain to my person or property or both including, but not limited to, any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program, any related travel, any activities or field trips, irrespective of whether they are sponsored, supervised or controlled by the College.

8. Indemnity and Hold Harmless

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the College and its employees, agents, officers, trustees, directors and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, that may result from my negligent or intentional acts or omission, which arise out of, occur during, or are in any way connected with my participation in the Program, any related travel, any activities or field trips, irrespective of whether they are sponsored, supervised or controlled by the College.

9. Choice of Law and Severability

This Agreement and Release shall be construed under the laws of the State of California and should any term or provision thereof be deemed unenforceable, the validity of the remaining provisions shall not be affected thereby.

MY SIGNATURE INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE WAIVER AND RELEASE PROVISIONS AND THAT I UNDERSTAND AND AGREE TO EVERYTHING STATED IN IT. FURTHER, NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, ORAL OR WRITTEN, APART FROM THOSE WRITTEN IN THIS AGREEMENT, HAVE BEEN MADE.

x _____

Signature of Participant

Date: _____

Address _____

If Participant is under 18 years of age:

I am the parent or legal guardian of the above Participant and have read this Agreement and Release. I am and will be legally responsible for the obligations and acts of the Participant as described in this Release and agree, for myself and for the Participant, to be bound fully by all of its terms including, without limitation, the Assumption of Risk and General Release and Waiver of Claims.

x _____

(Parent(s) or Guardian(s))

(Printed Name & Address)