

School of Engineering Global Engineering Programs Participation and Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement

This agreement applies to students who are participating in Global Engineering Programs.

All students must sign this Global Engineering Programs Participation and Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement (“GEP Agreement” or “Agreement”) as part of their application. The parties to the GEP Agreement are the student the student’s parents or legal guardian if the student is under 18 years of age (all referred to hereafter jointly and severally as “you” or “Participant”) and the Leland Stanford Junior University, (“Stanford”). You enter into the GEP Agreement voluntarily in consideration for being permitted to participate in a Global Engineering Program, seminar, internship, or activity that involves travel or residency on or off the Stanford University campus (“Program.”) Please read the Agreement carefully so that you fully understand the terms before signing. If you have any questions regarding the agreement you may email the Global Engineering Programs staff at globalengineeringstaff@lists.stanford.edu.

The GEP Participation Agreement contains important information about the obligations and responsibilities you assume when you are accepted to or waitlisted for a Global Engineering Program. For your application to be complete you must sign and turn in this form or if you are under 18, you and your parents or legal guardian must sign a paper version of the GEP Agreement. Signing this agreement means that you have read and understand this Agreement and agree to comply with all its terms and conditions.

If you are accepted or waitlisted to a Global Engineering Program, you must agree to all of the terms and conditions stated in this Agreement. If your circumstances change and you are no longer able to meet the obligations and responsibilities described in the GEP Agreement, you must notify Global Engineering Programs staff immediately and may be required to withdraw from the program and may be responsible for late withdrawal penalties.

1. Standards: I understand and agree that during my participation in the Program, I continue to be bound by all applicable Stanford policies, including but not limited to Stanford’s Honor Code, Code of Conduct, Anti-bribery Policy and the Fundamental Standard. Any reported or suspected violations may result in a complaint being filed with the Office of Community Standards. I further understand that I am subject to the laws, rules, policies, and procedures of the country(ies) to which I travel, including the immigration and visa rules, and may be subject to the rules, policies, and procedures of the host organization(s), if any. I am responsible for completing all the necessary steps to obtain a visa (if required) in a timely manner and am responsible for associated costs and for complying with the term of the visa. I

understand that I am fully responsible for the visa process and Stanford cannot guarantee that the appropriate visa will be issued to me. If I am arrested, Stanford University has no obligation to provide legal assistance and, based on local laws and practices, any assistance Stanford may be able to provide if it chooses to do so may be limited.

I understand and agree that my acceptance into the Program may be withdrawn or I may be dismissed from the Program for a variety of reasons including, but not limited to, if: 1) I violate Stanford policy, standards or rules; 2) I present a substantial risk of harm to self or others or engage in actions endangering to others or myself; 3) my conduct is determined to be disruptive, detrimental or incompatible with the best interests and welfare of the Program; or 4) I am unable to participate meaningfully in education activities. I further understand and agree that if I am dismissed from the Program I will be responsible for all costs incurred in returning to the United States or my country of origin.

2. Eligibility: I also understand and agree that I am not eligible to participate in any Program while a freshman (less than 3 academic quarters in residence by the start of the program), if I am on provisional registration or on University suspension for any reason, or if I have been conferred my Stanford degree before the last date of residence of the program. If I am an undergraduate on probation, my participation in any Program requires the approval of a professional advisor at Undergraduate Advising and Research (UAR), a Residence Dean, and the Global Engineering Programs staff.

3. Participation Requirements: I understand and agree that I must satisfactorily complete all language or academic prerequisites prior to the first day of any Program, and must be in good academic standing prior to the first day of the start of my Program. I understand that if I cannot meet these prerequisites I must immediately notify the Global Engineering Programs staff. I will attend all scheduled Program meetings (or scheduled make-up meetings.) I will submit all required materials by the deadline established by the Global Engineering Programs staff. I understand that if I fail to meet any of these participation requirements I may be involuntarily withdrawn from the Program and responsible to pay applicable late withdrawal penalties.

4. Academic Requirements: If required by the Program, I will enroll in any required prerequisite course(s), enroll in the Program and will complete the required units of coursework, as determined by the Program Leader.

5. Insurance: I agree to obtain and maintain in effect for the full duration of my Program (and, if asked, provide proof in documentation acceptable to Stanford) Stanford Cardinal Care (student health insurance) or health insurance coverage equal to or greater than that offered by the Stanford Cardinal Care plan. Said

coverage shall, at a minimum, include coverage for medical care and treatment outside the United States (or my home country) and coverage for both medical evacuation and repatriation of remains. I will be solely responsible for payment in full of all costs for medical care I may receive overseas; for medical evacuation; and/or repatriation of remains, and waive any right to hold Stanford University and/or its agents and employees responsible for any such costs.

6. Medical Emergency Authorization: I understand and agree that if, during my participation in the Program, Stanford learns that I am experiencing serious health problems, have suffered an injury, or am otherwise in a situation that raises significant health and safety concerns, Stanford may contact the person (s) whose name(s) I have listed as an “emergency contact.” I hereby give permission for Stanford provide or authorize immediate and reasonable emergency care should it be required.

7. Arrival and Departure: I will arrive at the designated Program starting location no later than the designated arrival date specified by GEP unless I have advance, written permission from the Program Leader to arrive at a later time. Such requests should be made no later than sixty (60) days prior to the designated arrival date. I will depart the designated Program end location no earlier than the last day of residence specified by GEP unless I have advance, written permission from the Program Leader to depart at an earlier time. I understand that Stanford University, the Global Engineering Program, and any program staff assume no responsibility for knowing my whereabouts at any time.

8. Assumption of Risk: I expressly understand and agree that the Program presents risks to me and my property and that Stanford cannot guarantee my safety. I understand and agree that the Program activities may be dangerous and may involve risks to personal safety and physical risks which can range from (but are not limited to): minor injuries such as scratches, bruises, and sprains to catastrophic injuries, including paralysis and death. I understand and agree that the Program involves international travel and may involve unfamiliar or different terrain, customs, climate, food and drink, laws, social and sexual mores, sports practices, rules and regulations, communications, criminal and law enforcement activities, disability access, driving practices and road conditions, premises conditions and/or maintenance. Risks may also include: disease, inadequate health care, natural disasters, acts of God, war, civil unrest, terrorism, kidnapping and assault, physical violence, verbal abuse, sexual abuse, short and/or long term disability, loss of income and/or career and earning opportunities.

I am responsible for researching and evaluating the risks I may face and am responsible for my actions. Any activities that I may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with my approval and understanding of any and all risks involved. This includes, but is not limited to, risks associated with the consumption of alcoholic beverages and/or drugs or other intoxicants, property loss, injury to person or

property, or death arising out of traffic accidents, assault, and theft or other activities. I acknowledge that I have reviewed the advisories posted by The United States Department of State currently located at http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_1168.html and by the U.S. Centers for Disease Control health advisory at <http://wwwnc.cdc.gov/travel/>.

I acknowledge that it is my responsibility to take every precaution to safeguard my health and personal belongings from damage or theft. I acknowledge that Stanford recommends that I never travel alone, particularly at night.

It is Participant's intention that this assumption of all risks shall be legally binding and a complete bar to Participant, Participant's heirs, personal representatives, relatives and assigns. This assumption of risk applies to all activities arising out of, associated with or resulting directly or indirectly from Participant's participation in the Program and residing and traveling outside of the United States, including but not limited to those risks listed above.

I further recognize, understand and agree that Stanford does not assume responsibility for any liability as regards damage or injury that may be caused by my negligence or willful acts committed prior to, during or after participation in the Program, or any liability, damage or injury caused by others, including other participants. I agree that Stanford shall not be subject to claims or suit to be made by or on behalf of me or my heirs, representatives or assigns as a consequence of my participation in the Program.

9. Release of Claims: In consideration of being accepted into and/or participating in the Program, I agree for myself and on behalf of my heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, to release and discharge Stanford, the Global Engineering Programs, and any agents or employees acting on their behalf, of and from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by Stanford or others. I further release and discharge Stanford, the Global Engineering Programs, and any agents or employees acting on their behalf, from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from my participation in the Program. I acknowledge and agree that neither Stanford, the Global Engineering Programs, nor any agent or employees acting on their behalf, assumes any responsibility for any liability, damage, or injury that may be caused by my negligent or intentional acts or omissions committed prior to, during, or after participation in the Program, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of others, including other participants.

I understand and intend that both the assumption of risk and the release of claims be complete defenses to any and all actions, claims or demands that I, my heirs or legal representatives have or may have for injuries to person or property, including

death, as a result of activities for which the I have assumed risks and/or released and/or waived claims.

10. Indemnification and Hold Harmless: I hereby agree to indemnify, defend, and hold harmless Stanford, the Global Engineering Programs, and any agents or employees acting on their behalf from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that I, my heirs or legal representatives, have or may have for any and all personal injuries I may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from my voluntary participation in or decision to participate in the Program, travel to and from the Program and any and all related activities. I will be responsible for all damages, losses, and/or charges for extra services in my room. I will further be responsible for all damages, losses, and/or charges to any that are caused or contributed to by me to common areas and grounds of my housing. I understand that Stanford, the Global Engineering Programs, the onsite program staff, program leaders, internship host organizations, and/or any supporting organizations assume no responsibility and do not provide insurance or other financial protection for me, my guests, or any personal property. ***This indemnification and hold harmless agreement is intended to be all encompassing.***

11. Activities Outside the Program: I acknowledge that should I choose enter or remain in a foreign country before or after participation in the Program, Stanford will have no responsibility for me. Should I withdraw from the Program voluntarily or involuntarily, Stanford will thereafter have no responsibility for me.

12. Change of Status: Once I have been accepted to a particular Program and have agreed to enroll in the Program, I understand that the conditions and penalties shown in the GEP Participation Agreement Addendum apply if I change my status and/or if I fail to meet the prerequisites and/or participation requirements outlined above. I will provide the Global Engineering Programs staff with written notice of any change in my status. GEP may waive penalties only under extreme, unforeseen, and/or extenuating circumstances.

13. Information and Photography Rights: I grant permission to GEP and the School of Engineering to release only my name and email address to other Stanford students accepted or waitlisted to the same program(s) to which I am applying. If I do not want my name and email address released, I understand that I must contact globalengineering@lists.stanford.edu to withdraw my consent within a week of my acceptance.

I hereby grant Stanford University permission to use my name, photographic and/or videographic image of myself and photographic and/or videographic images

of my work product (research posters, final presentations, speaking engagements), in all media now known or later invented for any educational or publicity purposes. I understand that Stanford intends to make information about or images of me available on the Internet for public access and information, and I hereby grant permission for such publication and use. I further grant permission to the photographer /videographer who captures any such image/footage described above to include the photograph or video in a portfolio (in any form in any media) of the photographer's/videographer's work.

I understand that by submitting an application to the Program, Stanford accepting the application and my confirming a space if admitted or waitlisted I am expressly agreeing to the above terms.

14. Program Modification and Cancellation: Stanford reserves the right to cancel or modify the Program before or during its operation for any reason, including natural disasters, emergencies, low enrollment, or unavailability of facilities or personnel or compliance with the University travel policy at <http://www.stanford.edu/dept/provost/news/travel.html>. While Stanford will waive or refund any program fees in the event of cancellation, I understand and agree that I am responsible for my own expenses, including airfare cancellation fees, that result from program modifications or cancellations. If I choose not to follow Stanford recommendations regarding my travel plans I accept all responsibility for any result or implications of fulfilling those plans, including but not limited to any health risks I may encounter due to travel.

15. Severability: It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

16. Governing Law and Venue: This agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

17. Construction and Scope of Agreement: The language of all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than

as may be expressly provided herein. This Participation and Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that he/she has read this Participation, Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by its terms.

Date:

Participant Signature:

Participant's Name Printed:

Date:

Signature of Parent or Legal Guardian (if Participant under 18):

Printed:
